

**TROY CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**April 2, 2015**  
**7:00 P.M.**

Pledge of Allegiance  
Roll Call  
Good News Agenda  
Vacancy List

Pursuant to Section 2.72-2 entitled "Public Forum" of the Special Rules of Order of the Troy City Council a period of time shall be designated during each regular or special meeting of the City Council as a public forum during which citizens of the City shall be permitted to address the Council on legislation on that meeting's agenda and on any subject appropriate to the conduct of Troy City government. Length of time allotted for citizen comment shall be no longer than five (5) minutes per speaker. At the completion of the agenda, citizen's comment shall be no longer than five (5) minutes per speaker appropriate to any subject to the conduct of Troy City government.

**LOCAL LAW**

**ORDINANCES**

26. Ordinance Approving Settlement of Tax Certiorari Proceedings Instituted by Riverview Gardens Associates, 2001 Plaza LLC and 31 Second Street LLC on the Assessment Roll of the City of Troy. (Council President Wiltshire ) (At the Request of the Administration)
27. Ordinance Approving Settlement of Tax Certiorari Proceedings Instituted by Jay Hamel and Dawn Hamel on the Assessment Roll of the City of Troy. (Council President Wiltshire ) (At the Request of the Administration)
28. Ordinance Approving Settlement of Tax Certiorari Proceedings Instituted by Carlos I Guitierrez dba KB Investment Associates on the Assessment Roll of the City of Troy. (Council President Wiltshire ) (At the Request of the Administration)
29. Ordinance Authorizing the Allocation of Neighborhood Improvement Project Funds. (Council President Wiltshire ) (At the Request of the Administration)
30. Ordinance Amending the Code of the City of Troy, Chapter 260 Taxicabs, Section 260-2, Licenses Required, Cab Colors. (Council President Wiltshire ) (At the Request of the Administration)
31. Ordinance Amending the 2015 Special Revenue Budget to Accept a New York State Homeland Security Grant for the Purpose of Purchasing Certain Communication and Personal Protection Equipment. (Council President Wiltshire ) (At the Request of the Administration)
32. Ordinance Amending the 2015 Special Revenue Budget to Accept a New York State Homeland Security Grant for the Purpose of Increasing Security Measures at the City's Water Treatment Plant. (Council President Wiltshire ) (At the Request of the Administration)

33. Ordinance Amending the 2015 Special Revenue Budget to Accept a New York State Homeland Security Grant for the Purpose of Purchasing Certain Communication, Personal Protection Equipment and Certain Interior and Exterior Security Installations. (Council President Wiltshire ) (At the Request of the Administration)
34. Ordinance Authorizing and Directing Sale of City Owned Real Property by the Proposal Method. (Council President Wiltshire ) (At the Request of the Administration)
35. Ordinance Authorizing the Mayor to Enter into a Purchase and Sale Agreement with Joseph and Helen Mancuso for the Purpose of Acquiring a Parcel known by Tax Map Section 61 Block 1 Lot 14.112. (Council President Wiltshire ) (At the Request of the Administration)

## **RESOLUTIONS**

25. Resolution Authorizing the Mayor to Enter into an Intermunicipal Agreement with the Towns of North Greenbush, East Greenbush, Schodack and the City of Rensselaer Regarding Police Tactical Teams. (Council President Wiltshire ) (At the Request of the Administration)
26. Resolution Requesting a Comprehensive Review by the New York State Financial Restructuring Board for Local Governments. (Council President Wiltshire ) (At the Request of the Administration)
27. Resolution Authorizing the Mayor to Execute and Enter into an Inter-Municipal Agreement Among the Members of the Albany Pool Communities and the Albany and Rensselaer County Sewer Districts. (Council President Wiltshire ) (At the Request of the Administration)
28. Resolution Appointing Commissioners of Deeds for the City of Troy. (Council President Wiltshire ) (At the Request of the Administration)
30. RESOLUTION REQUESTING THE GOVERNOR OF THE STATE OF NEW YORK AND THE STATE LEGISLATURE INCREASE STATE AID TO LOCALITIES FOR ROAD AND BRIDGE REPAIR  
(Council member Gordon )

**ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI PROCEEDINGS INSTITUTED  
BY RIVERVIEW GARDENS ASSOCIATES, 2001 PLAZA LLC AND 31 SECOND LLC ON THE  
ASSESSMENT ROLL OF THE CITY OF TROY**

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The City of Troy, in City Council, convened, ordains as follows:

**Section 1.** The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

<b>PROPERTY OWNER</b>	<b>PARCEL NO.</b>
Riverview Garden Associates	112-4-5
2001 Plaza LLC	101.24-2-1.2
31 Second LLC	101.53-7-8

**Section 2.** The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to revise the 2015 assessment roll to reflect said changes.

**Section 3.** Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

**Section 4.** This Ordinance shall take effect immediately.

Approved as to form, February 19, 2015

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*Ian H. Silverman, Esq.*, Corporation Counsel

## MEMORANDUM IN SUPPORT

**TAXPAYER:** Riverview Garden Associates (112-4-5)  
133-188 Delaware ave.

2001 Fifth LLC (101.45-2-1.2)  
2001 Fifth Ave.

31 Second LLC (101.53-7-8)  
31 Second Street

**ATTORNEY:** Paul Sheppard, Esq. (Hinman Howard & Kattell, LLP, Binghamton)

The three properties in these 2013 and 2014 proceedings are owned by James Geller.

Riverview Gardens is a 123-unit complex in South Troy that is assessed for \$4,380,000. The property was appraised by the City in 2007, and a tax certiorari at that time was settled for an assessment that represented \$3 million. The apartments were in fair condition.

For the 2013 and 2014 proceedings, Petitioner had the property appraised by DelPalmer Associates, who used a sales and income approach to conclude a value of \$4 million, or \$32,530 a unit. After negotiating in a conference with Judge Elliott, the parties reached a settlement of \$4,100,000, or \$33,333 a unit.

In reaching this value, the City utilized its appraisals from other apartment complexes and settlement values, which include the Country Garden Apartments, Troy Towers and range from \$40,000 to \$42,000 a unit. The Riverview Gardens is less desirable than these properties due to its condition and location. Based upon the sales data from the other appraisals and settlements, a settlement at \$4.1 million was reached.

The property at 2001 Fifth Avenue is a medical office building assessed at \$1,860,000. In 2011, the City went to trial with an appraisal, and Judge Hummel ruled that the property had a market value of \$1,735,000. Petitioner has an appraisal by Mike Ardman of Hafner Valuations in Latham that supports a value of \$1,235,000. Since the commencement of the litigation in 2013, the tenants have vacated the building for newer buildings in the North Greenbush Tech Park.

After negotiations before Judge Elliott, the parties agreed to an assessment of \$1,400,000. The City based its values on market and appraisal data from the previous litigation.

The property at 31 Second Street is a three-story apartment building assessed for \$280,000. It was purchased by Gellar for \$235,000 in 2011. In 2012, the City Board of Assessment Review and Gellar agreed to an assessment of \$270,000. Petitioner had the property appraised by Mike Ardman of Hafner Valuations for \$215,000. After negotiations before Judge Elliott, the parties agreed to an assessment of \$270,000.

The following represents an estimate of the refund liability for these settlements:

	Assessed Value	Revised AV	2013 Refund	2013 City Refund	2014 Refund	2014 City Refund	Total City	Total Refund
<b>Riverview Gardens</b>	\$4,380,000	\$4,100,000	\$11,388	\$3,091	\$11,267	\$3,220	\$6,311	\$22,655
<b>2001 Fifth Avenue</b>	\$1,860,000	\$1,400,000	\$18,708	\$5,078	\$18,510	\$5,290	\$10,368	\$37,219
<b>31 Second Street</b>	\$280,000	\$270,000	\$407	\$110	\$402	\$115	\$225	\$809

The settlement is subject to a "three-year freeze" under Real Property Tax Law §727. Refunds are without statutory interest.

**ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI PROCEEDINGS INSTITUTED  
BY JAY HAMEL AND DAWN HAMEL ON THE ASSESSMENT ROLL OF THE CITY OF TROY**

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The City of Troy, in City Council, convened, ordains as follows:

**Section 1.** The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

**PROPERTY OWNER**

Jay and Dawn Hamel

**PARCEL NO.**

80.79-7-15

**Section 2.** The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to revise the 2015 assessment roll to reflect said changes.

**Section 3.** Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

**Section 4.** This Ordinance shall take effect immediately.

Approved as to form, February 26, 2015

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*Ian H. Silverman, Esq.*, Corporation Counsel

**MEMORANDUM IN SUPPORT**

TAXPAYER: Jay and Dawn Hamel (80.79-7-15)  
358-360 Fifth Ave.

ATTORNEY: Karla Williams Buettner, Esq.  
(Bartlett, Pontiff, Stewart & Rhodes, PC, Glens Falls)

This is a 15,198 sq. ft. attached row building used as an auto body shop with some retail and storage that is assessed at \$330,000. On October 20, 2014, the property sold in an arm's length transaction for \$175,000.

After protracted negotiation, the Petitioner's attorney agreed to settle by accepting an assessed value of \$215,000, which is higher than the sale price.

The following summarizes the refund liability:

	Assessed Value	Revised AV	2013 refund	2013 City Refund	2014 Refund	2014 City Refund	Total City	Total refund
Hamel	\$330,000	\$215,000	\$4,677	\$1,270	\$4,628	\$1,323	\$2,592	\$9,305

**ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI PROCEEDINGS INSTITUTED  
BY CARLOS I. GUITIERREZ DBA KB INVESTMENT ASSOCIATES ON  
THE ASSESSMENT ROLL OF THE CITY OF TROY**

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The City of Troy, in City Council, convened, ordains as follows:

**Section 1.** The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

**PROPERTY OWNER**  
Carlos I. Guitierrez dba  
KB Investment Associates

**PARCEL NO.**  
101.45-4-12

**Section 2.** The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to revise the 2015 assessment roll to reflect said changes.

**Section 3.** Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

**Section 4.** This Ordinance shall take effect immediately.

Approved as to form, February 26, 2015

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*Ian H. Silverman, Esq.*, Corporation Counsel

## MEMORANDUM IN SUPPORT

TAXPAYER: Carlos I. Gutierrez dba KB Investment Associates  
(101.45-4-12)  
406 Fulton Street

ATTORNEY: Karla Williams Buettner, Esq.  
(Bartlett, Pontiff, Stewart & Rhodes, PC, Glens Falls)

This is a 40,290 sq. ft. office building that is assessed for \$1,290,000. The building has not been renovated in decades, and has had 20% vacancy for the past five years. The building lacks air conditioning and insulation, and is considered to be Class C office space. The tenants consist mainly of offices and artists' spaces. The bathrooms are 1940s vintage. The first floor is occupied by Nite Owl News.

A trial was scheduled for February 25, 2015 in this matter. Petitioner had an appraisal report prepared by John O'Neil of DeL Palmer Appraisal Associates of Albany that supported a value of \$600,000. The City consulted with appraisers in Troy, who informally indicated that the value of the building was probably around \$700,000. After protracted negotiations, the proceedings settled at \$800,000.

The following summarizes the refund liability:

	Assessed Value	Revised AV	2013 refund	2013 City Refund	2014 Refund	2014 City Refund	Total City	Total refund
Gutierrez	\$1,290,000	\$800,000	\$19,928	\$5,410	\$19,718	\$5,635	\$11,045	\$39,646



**ORDINANCE AUTHORIZING THE ALLOCATION OF NEIGHBORHOOD  
IMPROVEMENT PROJECT FUNDS**

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The City of Troy, in City Council, convened, ordains as follows:

- Section 1.**     \$9,000 has been allocated in the 2015 City of Troy budget for 2015 Neighborhood Improvement Projects.
- Section 2.**     The City Council of the City of Troy, NY having given due deliberation and consideration to the several applications presented for Neighborhood Improvement Projects does hereby allocate the 2015 Neighborhood Improvement Projects according to the attached schedule.
- Section 3.**     This ordinance shall take effect immediately.

Approved as to form, March 9, 2014

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*Ian H. Silverman, Esq.*, Corporation Counsel

## 2015 TROY CITY COUNCIL NEIGHBORHOOD IMPROVEMENT GRANTS

<u>ORGANIZATION</u>	<u>NEIGHBORHOOD</u>	<u>PW COMMITTEE RECOMMENDATION</u>		
		<u>2014</u>	<u>2015 REQUEST</u>	<u>2015 AWARD</u>

911 Memorial Park	Lansingburgh Area	\$600	\$600	\$600
North Lansingburgh Neighborhood Watch	Lansingburgh Area	\$500	\$2,019	\$600
Fifth Ave Neighbors Block Assoc	North Central Area	\$700	\$1,005	\$750
*Frear Park Conservancy	Frear Park Area	\$650	\$600	\$600
Troy BID	Troy Downtown	\$0	\$1,418	\$0
*Troy in Bloom	Osgood/Downtown/Little Italy Area	\$700	\$650	\$650
*Osgood Neighborhood Assoc	South Central/Little Italy Area	\$700	\$250	\$250
*11th Ward Memorial	South Troy Area	\$250	\$200	\$200
Mt Ida Cemetery	East Side Area	\$600	\$1,000	\$600
Sigma Alpha Epsilon	East Side Area	\$100	\$100	\$100
Col Albert Pawling Memorial	East Side Area	\$600	\$1,650	\$600
Stow Farm Neighborhood Assoc	Stow Ave Area	\$800	\$1,300	\$1,100
<b>SUB-TOTALS</b>			\$10,792	\$6,050
* Indicates organizations that requested less \$ than awarded in 2014				
NEW 2015 APPLICATIONS				
Riverside Neighborhood	South Central/Little Italy Area			
Oakwood Community Center/Hillside	North Central Area		\$650	\$650
Lansingburgh Historical	Lansingburgh Area		\$1,000	\$600
Mt Ida Preservation Association	East Side Area	\$0	\$1,500	\$500
Historic Fifth&Grand Neighborhoods	Troy Downtown		\$990	\$600
<b>SUB-TOTALS</b>			\$4,640	\$2,950
<b>TOTALS</b>			\$15,432	\$9,000

<u>FUNDING BY DISTRICTS</u>	
D-1	\$
D-2	\$
D-3	\$
D-4	\$
D-5	\$
D-6	\$

Public Works Committee meeting 3/30/2015 @5:30pm

**ORDINANCE AMENDING THE CODE OF THE CITY OF TROY,  
CHAPTER 260 TAXICABS, SECTION 260-2, LICENSES REQUIRED, CAB COLORS**

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The City of Troy, in City Council, convened, ordains as follows:

**Section 1.** Chapter 260 Taxicabs, Section 260-2 Licenses Required, Cab Colors; is amended to provide and read as follows with new matter underlined and deleted matter stricken.

Chapter 260. TAXICABS

- A. No person shall operate a taxicab within the City of Troy without having obtained a photo identification license from the ~~Chief of Police~~ Department, complying with the terms and conditions herein provided and paying the fee therefor. The fees for such Department issued photo identification are as follows:

Effective 1/1/2016-\$25.00

Effective 1/1/2017-\$35.00

Effective 1/1/2018-\$50.00

**Section 2.** This Ordinance shall take effect immediately.

Approved as to form March 12, 2015

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*Ian H. Silverman, Esq.*, Corporation Counsel

**ORDINANCE AMENDING THE 2015 SPECIAL REVENUE BUDGET TO ACCEPT A NEW YORK  
STATE HOMELAND SECURITY GRANT FOR THE PURPOSE OF PURCHASING CERTAIN  
COMMUNICATION AND PERSONAL PROTECTIVE EQUIPMENT**

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The City of Troy, convened in City Council, ordains as follows:

**Section 1.** The City of Troy 2015 Special Revenue Budget is herein amended as set forth in Schedule A entitled:

“Public Safety – Police

New York State Homeland Security Grant FY 2013-2015

which is attached hereto and made a part hereof.

**Section 2.** This act shall take effect immediately.

Approved as to form, March 13, 2015

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***Ian H. Silverman, Esq.***, Corporation Counsel

**MEMORANDUM OF SUPPORT FOR AMENDING**  
**THE 2015 SPECIAL REVENUE BUDGET**

**Title:** Ordinance amending the 2015 Special Revenue Budget to accept a “NY State Homeland Security Grant for the purpose of purchasing various communication and protective equipment...

**Effect on Present Law:** None

**Purpose:** To sustain or enhance building and sustaining interoperable communications systems, maintain core planning and response capabilities

**Fiscal Impact:** None - 100% Reimbursable.

**Council Committee:** Public Safety/Finance

**SCHEDULE A**  
**City of Troy 2015 Special Revenue Budget Amendment**  
**Public Safety - Police**  
**NYS Homeland Security Grant (FY 2013-2015)**  
**NYS Law Enforcement Terrorism Prevention Program (LETPP)**

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<b><u>Special Revenue Fund</u></b>			
<b>Revenue - CD510</b>			
CD3000.4305.8000.8327			
NYS Homeland Security	\$ -	\$ 103,060	\$ 103,060
<b>Total Revenue Increase</b>		<u><u>\$ 103,060</u></u>	
<b>Expenditures - CD960</b>			
CD.2013.0203.8000.8327			
Purchase of personal protective and communication equipment	\$ -	\$ 103,060	\$ 103,060
<b>Total Expenditures Increase</b>		<u><u>\$ 103,060</u></u>	

\* or as previously revised



108327  
ORD. #31

NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Ph.D, MHS Commissioner

August 29, 2013

The Honorable Louis Rosamilia, Mayor  
City of Troy  
1776 6th Avenue  
Troy, New York 12180

Dear Mayor Rosamilia:

I am pleased to announce that the City of Troy has been awarded \$103,060 under the FY2013 State Homeland Security Grant Program (SHSP). As per Federal guidelines, 25 percent of the total awarded to the Albany-Schenectady-Troy urban area must be directed towards law enforcement terrorism prevention activities as outlined in your consensus agreement letter dated June 20, 2013 (attached). The law enforcement initiatives should be consistent with the efforts of your local Counter-Terrorism Zone (CTZ).

In my letter to you on May 31, 2013 I outlined the following State priorities these grant funds are intended to sustain or enhance: Building Sustainable Systems, Sustaining and Maintaining Useful Capabilities, Building and Sustaining Interoperable Communications Systems, Maintaining Core Planning and Response Capabilities, Developing Regional Capabilities and Focusing on Worst Case Planning.

The performance period for this grant is 24 months (September 1, 2013 through August 31, 2015). An extension of the performance period is highly unlikely. Therefore, it is imperative that you execute your projects as quickly as possible. My grants management staff will work with your designated SHSP grant program points of contact to provide additional administrative guidance and to expedite execution of a grant contract. I ask that you begin your local administrative process to be able to accept these funds as quickly as possible.

Thank you for your continued support of New York State's Homeland Security Program. The NYS Division of Homeland Security and Emergency Services (DHSES) remains committed to providing you outstanding support in the administration of your homeland security initiatives. If you have any questions please feel free to contact me directly at (518) 242-5000.

Sincerely,

Jerome M. Hauer, Ph.D., MHS  
Commissioner

**ORDINANCE AMENDING THE 2015 SPECIAL REVENUE BUDGET TO ACCEPT A NEW YORK  
STATE HOMELAND SECURITY GRANT FOR THE PURPOSE OF INCREASING SECURITY  
MEASURES AT THE CITY'S WATER TREATMENT PLANT**

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The City of Troy, convened in City Council, ordains as follows:

**Section 1.** The City of Troy 2015 Special Revenue Budget is herein amended as set forth in Schedule A entitled:

“Public Safety – Police  
New York State Homeland Security Grant FY 2013-2015

which is attached hereto and made a part hereof.

**Section 2.** This act shall take effect immediately.

Approved as to form, March 13, 2015

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***Ian H. Silverman, Esq.***, Corporation Counsel



**MEMORANDUM OF SUPPORT FOR AMENDING**  
**THE 2015 SPECIAL REVENUE BUDGET**

**Title:** Ordinance amending the 2015 Special Revenue Budget to accept a “NYS Homeland Security Grant for the purpose of increasing security measures at the City’s Water Treatment Plant.

**Effect on Present Law:** None

**Purpose:** To purchase and or upgrade certain security equipment at the Water Treatment Plant. These funds are being provided under FY2013 Critical Infrastructure Grant Program for Water Supply sites.

**Fiscal Impact:** None - 100% Reimbursable.

**Council Committee:** Public Safety/Finance

# SCHEDULE A

## City of Troy 2015 Special Revenue Budget Amendment

### Public Safety - Police

#### NYS Homeland Security Grant (FY 2013-2015)

#### NY Critical Infrastructure Grant Program (CIGP)

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<b><u>Special Revenue Fund</u></b>			
<b>Revenue - CD510</b>			
CD3000.4305.8000.8331			
NYS Homeland Security	\$ -	\$ 48,000	\$ 48,000
<b>Total Revenue Increase</b>		<u><u>\$ 48,000</u></u>	
<b>Expenditures - CD960</b>			
CD.2013.0203.8000.8331			
Purchase of various security equipment	\$ -	\$ 48,000	\$ 48,000
<b>Total Expenditures Increase</b>		<u><u>\$ 48,000</u></u>	

\* or as previously revised



08351

ORD. #32

NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer Ph.D., MHS, Commissioner

November 7, 2013

Honorable Louis A. Rosamilia  
Mayor  
City of Troy  
1776 6<sup>th</sup> Avenue  
Troy, New York 12180

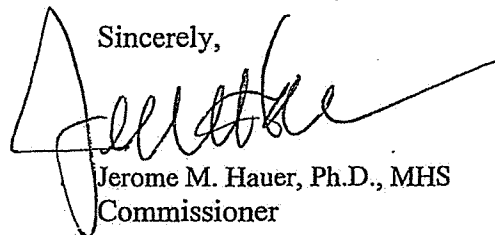
Dear Mayor Rosamilia:

I am pleased to announce that the NYS Division of Homeland Security and Emergency Services (DHSES) is awarding the City of Troy \$48,000, under the FY2013 Critical Infrastructure Grant Program (CIGP) for the Water Supply site. Funding for this initiative is provided by the federal Department of Homeland Security's State Homeland Security Program (SHSP).

A representative from DHSES' Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Ms. Shelley Wahrlich at (518) 242-5121.

Congratulations on your award! We look forward to working with you to administer this program.

Sincerely,



Jerome M. Hauer, Ph.D., MHS  
Commissioner

cc: Captain Brian G. Owens, City of Troy Police Department

ORD. #32

Project	Project #: CI13-1009-D00 Critical Infrastructure Grant Program Project Status: Executed Participant: Troy, City of							
Home	General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance
Open	Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).							
Locked								
Copy								
Go to	Budget Summary							
Attachment	Participant		Grant Funds		Matching Funds		Total	
Progress	Troy, City of		\$0.00		\$0.00		\$0.00	
Site	Troy City Police Department		\$48,000.00		\$0.00		\$48,000.00	
Review	Total		100.00% \$48,000.00		0.00% \$0.00		\$48,000.00	
Financial	Advance Request Amount (If not requesting an advance, please skip) \$ 0.00							
Property	Advance Request Justification (200 character limit)							
Reports	Budget Summary by Participant Troy, City of							
Application								
Deficiency								
Draft								
Contract								
Final	Troy City Police Department							
Contract	Version 1 - Edit (Click here to add more lines to budget categories)							
Help	#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
Logout	1	Physical Security Enhancement Equipment- Installat...	1	\$26,000.00	\$26,000.00	\$26,000.00	\$0.00	no
Login ID:	2	Physical Security Enhancement Equipment- PACS Syst...	1	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00	no
Irosamilia	3	Physical Security Enhancement Equipment- Surveill...	1	\$14,000.00	\$14,000.00	\$14,000.00	\$0.00	no
3.4.7	4	Physical Security Enhancement Equipment- Alarm Sys...	1	\$4,800.00	\$4,800.00	\$4,800.00	\$0.00	no
	Total				\$48,000.00	\$48,000.00	\$0.00	
	Version 1 Total		Total Cost		Grant Funds		Matching Funds	
			\$48,000.00		\$48,000.00		\$0.00	

**ORDINANCE AMENDING THE 2015 SPECIAL REVENUE BUDGET TO ACCEPT A NEW YORK  
STATE HOMELAND SECURITY GRANT FOR THE PURPOSE OF PURCHASING CERTAIN  
COMMUNICATION, PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN INTERIOR AND  
EXTERIOR SECURITY INSTALLATIONS**

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The City of Troy, convened in City Council, ordains as follows:

**Section 1.** The City of Troy 2015 Special Revenue Budget is herein amended as set forth in Schedule A entitled:

“Public Safety – Police  
New York State Homeland Security Grant FY 2014-2016

which is attached hereto and made a part hereof.

**Section 2.** This act shall take effect immediately.

Approved as to form, March 13, 2015

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***Ian H. Silverman, Esq.***, Corporation Counsel

**MEMORANDUM OF SUPPORT FOR AMENDING**  
**THE 2015 SPECIAL REVENUE BUDGET**

**Title:** Ordinance amending the 2015 Special Revenue Budget to accept a “NY State Homeland Security Grant for the purpose of purchasing various communication and protective equipment and for interior and exterior security installations.

**Effect on Present Law:** None

**Purpose:** These funds are to be directed towards law enforcement terrorism prevention activities. They will specifically be used to purchase or upgrade various communication equipment and for the purchase of additional or the replacement of current personal protective equipment. They will also be used for interior and exterior security installation necessary for the relocation of TPD Command staff, the Detective Bureau and civilian employees to 1700 6<sup>th</sup> Ave.

**Fiscal Impact:** None - 100% Reimbursable.

**Council Committee:** Public Safety/Finance

**SCHEDULE A**  
**City of Troy 2015 Special Revenue Budget Amendment**  
**Public Safety - Police**  
**NYS Homeland Security Grant (FY 2014-2016)**  
**NYS Law Enforcement Terrorism Prevention Program (LETPP)**

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<b><u>Special Revenue Fund</u></b>			
<b>Revenue - CD510</b>			
CD3000.4305.8000.8332			
NYS Homeland Security	\$ -	\$ 127,296	\$ 127,296
<b>Total Revenue Increase</b>		<u><u>\$ 127,296</u></u>	
<b>Expenditures - CD960</b>			
CD.2013.0203.8000.8332			
Purchase of personal protective and communication equipment and for interior and exterior security installations	\$ -	\$ 127,296	\$ 127,296
<b>Total Expenditures Increase</b>		<u><u>\$ 127,296</u></u>	

\* or as previously revised



008332

ORD. #33

NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Ph.D., MHS., Commissioner

September 16, 2014

The Honorable Louis Rosamilia  
City of Troy  
1776 6th Avenue  
Troy, NY 12180

Dear Mayor Rosamilia:

I am pleased to inform you that City of Troy has been awarded \$127,296 under the FY2014 State Homeland Security Program (SHSP). As per Federal guidelines, 25 percent of the total awarded to the Albany-Schenectady-Troy urban area must be directed towards law enforcement terrorism prevention activities as outlined in your consensus agreement letter dated April 30, 2014 (attached). These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ).

In my letter to you on April 9, 2014 I outlined the following State priorities these grant funds are intended to sustain or enhance: Sustainment and Advancement of Effective Programs and Systems; Sustainment and Advancement of Regional Partnerships; Development of Catastrophic Planning Capabilities; Sustainment and Advancement of Interoperable Communications Systems; and Development of Citizen Preparedness Capabilities.

The performance period for this grant is 24 months (September 1, 2014 through August 31, 2016). Given this short period of performance on this grant, it is imperative that you execute your projects as quickly as possible. My grants management staff have prepared the contract for these funds which will be transmitted to you electronically via our E-Grants System. I ask that you expedite your local administrative process to be able to accept the funds and request that the contract is electronically signed in a timely manner.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me directly at (518) 242-5000.

Sincerely,

Jerome M. Hauer, Ph.D., MHS  
Commissioner



ORD. #33

Project # LE14-1040-D00 LETPP/SLETPP Project Status: Pending State Approval  
 Participant: Troy, City of

Home	General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance
Open	Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).							
Locked								

Go to  
Attachment Budget Summary

Progress	Participant	Grant Funds	Matching Funds	Total
Site	Troy, City of	\$127,296.00	\$0.00	\$127,296.00
Review	Troy City Police Department	\$0.00	\$0.00	\$0.00
Financial	Total	100.00%	\$127,296.00	0.00% \$0.00 \$127,296.00

Property Advance Request Amount (If not requesting an advance, please skip) \$ 0.00

Reports Advance Request Justification (200 character limit)

Application  
Deficiency  
Draft  
Contract

FY-2014

Help Budget Summary by Participant

Login ID: Troy, City of

Logout Version 1 - Edit (Click here to add more lines to budget categories)

3.4.7	#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
	1	P25 portable radios with accessories	1	\$21,000.00	\$21,000.00	\$21,000.00	\$0.00	no
	2	P25 mobile radios with accessories	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	no
	3	Bag/Kit/Pack, Medical	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	no
	4	Systems, Video Assessment, Security - Requires Pri...	1	\$28,000.00	\$28,000.00	\$28,000.00	\$0.00	no
	5	SCBA CBRN response teams	1	\$10,500.00	\$10,500.00	\$10,500.00	\$0.00	no
	6	Bag/Box, Ensemble Gear Storage	1	\$500.00	\$500.00	\$500.00	\$0.00	no
	7	Systems/Sensors Alarm - Requires Prior Approval of...	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	no
	8	Impact Resistant Doors and Gates - Requires Prior ...	1	\$18,296.00	\$18,296.00	\$18,296.00	\$0.00	no
	9	System, Physical Access Control - Requires Prior A...	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	no
	Total				\$119,296.00	\$119,296.00	\$0.00	

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Travel and registration cost CI/KR conference	1	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	no
2	Travel and registration costs for Communications c...	1	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	no
Total				\$8,000.00	\$8,000.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$127,296.00	\$127,296.00	\$0.00

Troy City Police Department

**ORDINANCE AUTHORIZING AND DIRECTING SALE OF CITY OWNED REAL PROPERTY  
BY THE PROPOSAL METHOD**

---

The City of Troy, in City Council convened, ordains as follows:

**Section 1.** Pursuant to Chapter 83 of the Code of Ordinances, the Bureau of Surplus Property accepted proposals on the hereinafter-described property, identified in Schedule "A", attached hereto and made a part hereof.

**Section 2.** The Mayor is hereby authorized and directed to sell and convey the hereinafter described real property to the following named purchasers for the sum below indicated which is hereby determined to be a fair price for the same without the necessity of competitive bidding and upon the terms and conditions set forth below.

**Section 3.** The purchaser, purchase price and terms and conditions of sale are as follows:

PROPERTY, PURCHASERS and PURCHASE PRICES are identified in Schedule "A" attached hereto and made a part hereof.

**TERMS AND CONDITIONS:**

- A. Within thirty (30) days of the effective date of this ordinance the purchaser shall close title, pay the purchase price, plus advertising cost, all closing costs & expenses and payment in lieu of City taxes through December 31, 2015, and the appropriate school taxes through June 30, 2015.
- B. All taxes levied after July 1, 2015 shall be payable by the purchaser.
- C. This conveyance is made subject to the conditions, promises and representations made by the purchasers in their respective proposal packets. The proposals shall be incorporated into the deed by reference and not merge into the deed. All promises and representation made by the respective purchasers shall survive closing of title and purchasers shall be accountable to fulfill and satisfy the representation and promises made in their proposals. Additionally, the deed transfer shall be conditioned upon the purchaser bringing the property into conformance with the building, housing and fire prevention codes within six (6) months after the date of purchase. If the purchaser, his successor, or assigns shall fail to comply with this condition the City of Troy has a right to re-enter the property without refunding the purchase price pursuant to the reverter which shall be in every deed transferred.
- D. Purchaser shall be liable for and pay all closing costs related to this sale including, but not limited to filing fees, deed stamps and attorney's fees.

**Section 4.** The said real properties authorized for sale pursuant to the proposal method shall be:  
As identified in Schedule "A", attached hereto and made a part hereof.

**Section 5.** The City Treasurer is hereby authorized to cancel any and all taxes and tax sale certificates now in existence except water and sewer rents which have not become liens and the City Treasurer is authorized to make appropriate notations upon the books and records of the City of Troy.

**Section 6.** This Ordinance shall take effect immediately.

Approved as to form, March 13, 2015

---

*Ian H. Silverman, Esq.*, Corporation Counsel



Ian H. Silverman  
Corporation Counsel



Office of the Corporation Counsel  
Phone (518) 279-7136  
Fax (518) 268-1685



**Inter-Office Memorandum**

To: Louis A. Rosamilia, Mayor  
From: Ian H. Silverman, Esq., Corporation Counsel  
Subject: 2015 In-Rem Properties  
Date: March 12, 2015

The Review Committee for the 2015 In-Rem Properties met today to discuss and review all proposals submitted. After careful consideration, the following properties have been granted to the following:

Tax Map No.	Location	Bidders Name	Purchase Price
101.61-11-18	183 Fourth Street	Denise Daint-Onge and Larry Thomas	\$2,000.00
111.28-5-3	303 First Street	Ryan McCabe	\$10,000.00
111.36-6-5	365 First Street	Charmaine Leslie	\$10,000.00
112.83-3-6	760 Pawling Avenue	Pontos Properties, LLC	\$5,200.00

**ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AND SALE  
AGREEMENT WITH JOSEPH AND HELEN MANCUSO FOR THE PURPOSE OF ACQUIRING  
A PARCEL KNOWN BY TAX MAP SECTION 61 BLOCK 1 LOT 14.112**

---

The City of Troy, in City Council, convened, ordains as follows:

- Section 1.** The City of Troy, on behalf of the City of Troy is planning to construct a new water transmission main(s) from the Tomhannock Reservoir to the John P. Buckley Water Treatment Plant replacing the existing mains which are over 100 years old.
- Section 2.** The Mayor intends to purchase the parcel defined hereinabove for the desired purpose of replacing the existing mains.
- Section 3.** The proposed Purchase and the Sale of Contract, attached hereto and made a part hereof, if approved by the City Council with the passage of this ordinance, hereby authorizes the Mayor to proceed with the purchase of the parcel defined herein.
- Section 4.** The City Council of the City of Troy hereby approves the purchase of the property defined herein at a price of \$79,900 consistent with the terms of the purchase and sale agreement attached hereto and made a part hereof.
- Section 5.** This Act will take effect immediately.

Approved as to form, March 16, 2015

---

*Ian H. Silverman, Esq.*, Corporation Counsel

Mancuso Property - P&S Agreement Tax Parcel 61-1-14.112

From: joe.kryzak@coatesfs.com

Sent: Fri, Mar 13, 2015 at 3:33 pm

To: chris.wheland@troyny.gov

Cc: JTHOMAS@SCHILLERKNAPP.COM, bill.dow@coatesfs.com

---

image001.jpg (4.3 KB)

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Chris,

The Mancuso's have signed the above referenced P&S Agreement today. I will get the Agreement to you on Monday for approval and signature by the City. Please arrange for the payment of the \$100.00 deposit to the Mancuso's.

Any questions, let me know.

Thanks, Joe



950 New Loudon Road, Suite 240

Latham, NY 12110

(518) 782-1506 (office)

(518) 782-1507 (fax)

(518) 265-7973 (mobile)

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**COATES FIELD SERVICE, INC.**  
**950 NEW LOUDON ROAD, #240**  
**LATHAM, NY 12110**

**JOE KRYZAK, SENIOR RIGHT OF WAY AGENT**  
**JOE.KRYZAK@COATESFS.COM**

**TEL. 518.782.1506**  
**CELL 518.265.7973**

March 3, 2015

A. Joseph & Helen G. Mancuso  
165 Remsen St.  
P.O. Box 682  
Cohoes, New York 12047

**Re: Proposed Water Main Transmission Project - City of Troy**  
**Town of Schaghticoke, Rensselaer County, New York**  
**Tax Map No.: 61-1-14.112**

Dear Mr. & Mrs. Mancuso:

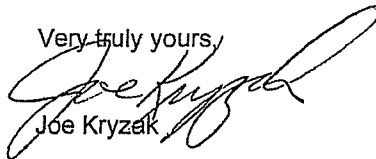
The City of Troy is planning to construct a new water transmission main(s) from the Tomhannock Reservoir to the John P. Buckley Water Treatment Plant replacing the existing mains which are over 100 years old. The Tomhannock Reservoir is the City's drinking water source located in the Towns of Schaghticoke and Pittstown.

The route for the new transmission main(s) will be primarily along the abandoned Boston & Maine Railroad right of way. After a field inspection and review of the new route the City of Troy has determined it would be interested in acquiring your property located on Turner Rd. adjacent to the railroad right of way.

Attached please find a Contract for Purchase and Sale of Real Estate. The City of Troy is seeking to purchase in fee Tax Map No. 61-1-14.112 containing 20.21+/- acres located in the Town of Schaghticoke, Rensselaer County, New York. The City is willing to pay \$79,900 for the above referenced parcel. Acceptance of this offer will be subject to final approval by the City of Troy.

If you find this offer acceptable, please sign in the spaces provided in the Contract and return it to me. Should you have any questions or require additional information, please feel free to contact me. Thank you for your cooperation.

Very truly yours,

  
Joe Kryzak



**CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE  
THIS IS A LEGALLY BINDING CONTRACT. WE RECOMMEND ALL  
PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING**

**1. IDENTIFICATION OF PARTIES TO THE CONTRACT**

A. **SELLERS:** The Seller is **Joseph Mancuso and Helen Mancuso**, residing at 165 Remsen Street, Cohoes, New York 12047, (the word "Seller" refers to each and all parties who have an ownership interest in the property).

B. **PURCHASERS:** The Purchaser is **The City of Troy, New York**, a municipal corporation with offices at The Hedley Building, River Street, Troy, New York 12180 (the word "Purchaser" or "Buyer" refers to each and all of those who sign below as Purchaser).

**2. PROPERTY TO BE SOLD**

The property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase a parcel owned by the Seller and which is located in the Town of Schaghticoke, Rensselaer County, New York. This property includes all the Seller's rights and privileges to the portion of Turner Road which is immediately adjacent to the subject property; the seller represents that Turner Road is a Public Highway which is immediately adjacent to the subject property and that access to and from the subject property may be had over Turner Road. The said property is more particularly described in a deed recorded in the office of the Rensselaer County Clerk at book 1743 of Deeds, Page 27. The said parcel will contain approximately 20.21+/- acres in area. Said parcel is also known by tax map sec. 61 block 1 lot 14.112.

**3. ITEMS INCLUDED IN SALE**

Any items now in or on said premises are represented to be owned by Seller, free from all liens and encumbrances, and are included in the sale "as is", on the date of this offer.

**4. ITEMS EXCLUDED FROM SALE**

The following items are excluded from the sale: none

**5. PURCHASE PRICE**

The price is Seventy Nine Thousand Nine Hundred and 00/100 DOLLARS (\$ 79,900.00)

The Purchaser shall pay the purchase price as follows:

\$ 100.00 Deposit with contract.

\$ 0.00 Additional deposit.

\$ 79,800.00 in cash or certified check at closing

\$ 79,900.00 Total Purchase Price

**6. OTHER TERMS (IF ANY)**

This Agreement is contingent upon Buyer obtaining all required approvals for the project on terms acceptable to Buyer, and at Buyer's sole expense. The Buyer is a municipal corporation. This offer, and the acceptance (if any) will not be binding and will not be a contract until the Troy

City Council shall have lawfully approved of and ratified this agreement by duly enacted legislation or resolution of said City Council. If the Buyer has not obtained final approvals on or before May 31, 2016, then Purchaser may at any time thereafter notify Seller, of Purchaser's intent to cancel this Agreement. If the Purchaser so notifies the Seller, then this entire Agreement shall be deemed cancelled, null and void, and the \$100.00 deposit paid hereunder shall be retained by the Seller.

**7. TITLE AND SURVEY**

A 40 year abstract of title, tax search and any continuations thereof, or any title insurance policy, shall be obtained at the expenses of Purchaser. The Seller shall cooperate in providing a copy of any available survey, abstract of title or title insurance policy information, without cost to Purchaser. The Purchaser shall pay the cost of updating any such survey or the cost of a new survey.

**8. CONDITIONS AFFECTING TITLE**

The Seller shall convey and the Purchaser shall accept the property subject to all covenants, conditions, restrictions and easements of record and zoning laws so long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for Buyer's purposes; also not subject to any existing tenancies, or unpaid installments of street or other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the property unmarketable. If title to the subject is unmarketable for any reason whatsoever, whether due to liens or otherwise, then Purchaser may at any time thereafter notify Seller, of Purchaser's intent to cancel this Agreement. If the Purchaser so notifies the Seller, then this entire Agreement shall be deemed cancelled, null and void, and all deposits hereunder shall be returned to the Purchaser.

**9. DEED**

The property shall be transferred from Seller to the Purchaser by means of a Warranty Deed, with Lien Covenant, furnished by the Seller. The deed and real property transfer gains tax certification will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee or conservator, the deed usual to such cases shall be accepted.

**10. NEW YORK STATE TRANSFER TAX AND MORTGAGE SATISFACTION**

The Seller agrees to pay the New York State Real Property Transfer Tax as set by law and further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages.

**11. TAX AND OTHER ADJUSTMENTS**

The following, if any, shall be apportioned so that the Purchaser and Seller are assuming



the expenses of the property and income from the property as of the date of transfer of title:

- a. rents and security deposits. Seller shall assign to Purchaser all written leases and security deposits affecting the premises;
- b. taxes, sewer, water rents, and condominium or homeowner association fees;
- c. municipal assessments, taxes, and/or other yearly assessments or installments due.

## **12. RIGHT OF INSPECTION AND ACCESS**

Purchaser and/or a representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to Seller or a representative. Purchaser and/or a representative shall be given the right of inspection of the property, at a reasonable hour, within 48 hours prior to transfer of title. The Purchaser agrees to hold Seller harmless against any and all liabilities that may arise from said tests and inspections. All such tests must be completed within one (1) year after Sellers have signed this Agreement, or they shall be deemed waived. Purchaser will return the property to as near as possible to its original condition, after completing any such tests or inspections.

## **13. TRANSFER OF TITLE**

The transfer of title to the property from Seller to Purchaser will take place at the office of the Buyer's attorney. The closing will be after the later of the following dates: on or before one (1) year after Sellers have signed this Agreement, or 90 days after Buyer has obtained all approvals pertaining to purchase of the subject property. Possession shall be granted upon transfer of title unless otherwise mutually agreed upon in writing signed by the parties.

## **14. DEPOSITS**

It is agreed that any deposits by the Purchaser are to be deposited with the Seller or Sellers' Attorney as part of the purchase price.

If the Seller does not accept the Purchaser's offer, all deposits shall be returned to Purchaser.

If the offer is accepted by the Seller, all deposits will be held in escrow until the contingencies and terms have been met. The Purchaser will receive credit on the total amount of the deposit toward the purchase price.

If the contingencies and terms contained herein cannot be resolved, or in the event of default by the Seller or the Purchaser, the deposits will be paid to the Sellers as liquidated damages without further recourse, relief, or remedy of either party against the other.

## **15. TIME PERIOD OF OFFER**

Purchaser and Seller understand and agree that, unless earlier withdrawn, this offer is good until 5:00 p.m. on ~~February~~ <sup>March</sup>, 2015, and if not accepted by the Seller prior to that time, then this offer becomes null and void.

**16. REAL ESTATE BROKER**

The Purchaser and Seller agree that no Real Estate broker brought about the sale, and Seller will pay no Broker's commission.

**17. NOTICES**

All notices contemplated by this Agreement shall be in writing, delivered to Seller or Sellers' attorney (if any) or to buyers' attorney (Jaime Thomas, Esq., Schiller & Knapp, LLP, 950 New Loudon Road, Suite 109, Latham NY 12110) by (a) certified or registered mail, return receipt requested, postmarked no later than the required date, (b) by telecopier/facsimile transmitted by such date (517-786-1246); or (c) by personal delivery by such date.

**18. ADDENDA – REFERRED TO BUT NOT ATTACHED. WILL ALSO INCLUDE GOVERNMENTAL CONTINGENCIES ADDENDUM.**

- A. Environmental Assessment
- B. Survey.

**19. ENTIRE AGREEMENT**

This writing contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto. All parties shall sign each counterpart, and execution of this addendum may be accomplished by facsimile circulation hereof, and it is effective if execution is made on a facsimile copy thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be deemed unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Dated: March  
~~February~~ \_\_\_\_\_, 2015

\_\_\_\_\_  
PURCHASER - City of Troy, By: Lou Rosamilia, Mayor

Dated: March  
~~February~~ 13, 2015

\_\_\_\_\_  
SELLER - Joseph Mancuso

Dated: March  
~~February~~ 13, 2015

Helen Mancuso  
SELLER - Helen Mancuso

**ADDENDUM "A"**

**ENVIRONMENTAL ASSESSMENT CONTINGENCY**

This is a legally binding contract.

**ADDENDUM TO CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE  
BETWEEN**

**The City of Troy, New York (PURCHASER)**  
and

**Joseph Mancuso and Helen Mancuso (SELLER)**

Regarding the property described in the attached contract and located in the Town of Schaghticoke (tax map sec. 61 block 1 lot 14.112) in Rensselaer County, New York.

This agreement is contingent upon Purchaser obtaining, at Purchaser's expense, a PHASE ONE Environmental Assessment report of the subject property that is acceptable to Purchaser, in Purchaser's sole discretion. Said report is to be prepared by an engineer, environmental consultant, or other qualified person. In the event that the environmental assessment report determines that there is an environmental hazard on the property, or any contamination of soil or ground water, which will reasonably cost more than \$1,000.00 to correct, then the Purchaser shall notify the Seller, or Sellers' attorney, in writing by First Class U. S. Postal Service mail, or certified mail, return receipt requested. Such Notice shall be postmarked no later than 90 days prior to closing of purchase of the subject premises.

Seller will cooperate with Buyer's contractor in obtaining any permits necessary for completion of the environmental assessment and associated testing.

*March*  
Dated: ~~February~~ \_\_\_\_\_, 2015

\_\_\_\_\_  
PURCHASER- City of Troy, By: Lou Rosamilia, Mayor

*March*  
Dated: ~~February~~ 13, 2015

*[Signature]*  
\_\_\_\_\_  
SELLER - Joseph Mancuso

*March*  
Dated: ~~February~~ 13, 2015

*[Signature]*  
\_\_\_\_\_  
SELLER - Helen Mancuso

**ADDENDUM "B"**  
**SURVEY ADDENDUM**

**THIS IS A LEGALLY-BINDING CONTRACT.**

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE  
OF REAL ESTATE BETWEEN

**The City of Troy, New York (PURCHASER)**  
and  
**Joseph Mancuso and Helen Mancuso (SELLER)**

**Regarding the property described in the attached contract.**

This Agreement is contingent upon Seller allowing purchaser access for the purpose of surveying the subject premises.

The survey is to be completed on or before May 24, 2016, and at Purchaser's expense. This contingency shall be deemed waived unless Purchaser shall notify seller or his attorney, in writing, faxed or post-marked no later than 45 days after May 24, 2016.

*March*  
Dated: ~~February~~ \_\_\_\_\_, 2015

\_\_\_\_\_  
PURCHASER- City of Troy, By: Lou Rosamilia, Mayor

*March*  
Dated: ~~February~~ 13, 2015

\_\_\_\_\_  
SELLER - Joseph Mancuso

*March*  
Dated: ~~February~~ 13, 2015

*Helen Mancuso*  
\_\_\_\_\_  
SELLER - Helen Mancuso

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERMUNICIPAL  
AGREEMENT WITH THE TOWNS OF NORTH GREENBUSH EAST GREENBUSH, SCHODACK  
AND THE CITY OF RENSSELAER REGARDING POLICE TACTICAL TEAMS**

---

Whereas Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative basis or for the provision of a joint service; and

Whereas the parties hereto have experienced within their jurisdiction a potential need for the joint response of all participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than rather than standard police operations now therefore be it

**RESOLVED**, that the City Council hereby authorizes the Mayor enter into an inter-municipal agreement with the Towns of North Greenbush, East Greenbush, Schodack and the City of Rensselaer.

Approved as to form, February 27, 2015

---

*Ian H. Silverman, Esq.*, Corporation Counsel

## **INTERMUNICIPAL AGREEMENT FOR POLICE TACTICAL TEAM COOPERATION**

This agreement is made this \_\_\_\_ day of February, 2015, between the Town of North Greenbush, a municipal corporation with its principal place of business at the North Greenbush Town Hall, 2 Douglas Street Wynantskill, New York, the Town of East Greenbush a municipal corporation within its principal place of business at the East Greenbush Town Hall 225 Columbia Turnpike East Greenbush, New York, the Town of Schodack a municipal corporation within its principal place of business at the Schodack Town Hall 265 Schuurman Rd Castleton, New York, the City of Rensselaer a municipal corporation within its principal place of business at Rensselaer City Hall 62 Washington St. Rensselaer, New York and the City of Troy, a municipal corporation with its principle place of business at the Troy City Hall 433 River St. Troy, New York.

### **RECITALS**

**WHEREAS**, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

**WHEREAS**, the parties hereto have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than standard police operations.

**NOW THEREFORE**, the parties do mutually agree pursuant to the terms and provisions of this Tactical Team Cooperation Agreement as follows:

### **ARTICLE ONE Purpose of the Agreement**

The purpose of this Agreement is to:

1. Formalize the relationship between the joint cooperative Multi-Jurisdictional SWAT Team comprised of police officers of the Town of North Greenbush Police Department, Town of East Greenbush Police Department, Town of Schodack Police Department and the City of Rensselaer Police Department and neighboring City of Troy Police Department and its Emergency Response Team (hereinafter referred to as "Tactical Teams") and the use of the combined tactical team resources;
2. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment;
3. Provide for more efficient utilization of law enforcement resources and services; and
4. Make available to each participating entity, the tactical team resources, to include but not limited to a two officer sniper team element, of the other participating entity in the event of an emergency in accordance with the provisions of this Agreement.

## **ARTICLE TWO**

### **Personnel and Equipment**

Each party agrees that their police department may supply tactical team personnel, equipment and other available resources to the other upon request in the event of an emergency, if their respective police chief, or his designee, deems it appropriate. The number of personnel, if any, and the amount or type of equipment to be dispatched by the responding party shall be determined by that agency's police chief, or his designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in tactical team operations, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

## **ARTICLE THREE**

### **Retained Personnel and Equipment**

Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

## **ARTICLE FOUR**

### **Compensation**

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding tactical team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

## **ARTICLE FIVE**

### **Control of Personnel and Equipment**

The Incident Commander of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party, if more than one officer responds. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

## **ARTICLE SIX**

### **Privileges and Immunities**

To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of any participating tactical team or agency when performing its functions within the public agency's territorial limits shall apply to the activities of that agency's tactical team while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to sections §119-n(c) and § 119-o GML, police officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

## **ARTICLE SEVEN**

### **Line of Duty Death or Injury**

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

## **ARTICLE EIGHT**

### **Liability and Indemnification**

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of tactical team operations.

## **ARTICLE NINE**

### **Administration**

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board. No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.



**ARTICLE TEN**  
**Compliance with Laws**

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

**ARTICLE ELEVEN**  
**Approval, Duration and Termination**

1. This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on December 31, 2019. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2020. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement. [Note: Intermunicipal agreements may be in effect for up to five years §119-n (2) (j)]

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year above written.

**TOWN OF NORTH GREENBUSH**

By: Alson J. Spain Jr.  
Supervisor Alson J. Spain Jr.

By: Chief Robert J. Durivage  
Chief Robert J. Durivage

**TOWN OF EAST GREENBUSH**

By: Supervisor Keith Langley  
Supervisor Keith Langley

By: Chief Christopher Lavin  
Chief Christopher Lavin

**CITY OF TROY**

By: Mayor Lou Rosamillia  
Mayor Lou Rosamillia

By: Chief John Tedesco  
Chief John Tedesco

**TOWN OF SCHODACK**

By: Supervisor Dennis Dowds  
Supervisor Dennis Dowds

By: Chief Bernhard Peter  
Chief Bernhard Peter

**CITY OF RENSSELAER**

By: Mayor Daniel J. Dwyer  
Mayor Daniel J. Dwyer

By:

Chief Frederick Fusco

State of New York )

County of Rensselaer )

ss.:

On the 23 day of February in the year 2015, before me, the undersigned, personally appeared ALSON J. SPAIN JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Felicia A. Dickinson  
Notary Public

**FELICIA A. DICKINSON**  
Notary Public  
State of New York  
No. 01DI6065340  
Qualified Rens Co.  
Expiration: 10-15-2017

State of New York )

County of Rensselaer )

ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me, the undersigned, personally appeared LOU ROSAMILLIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York )

County of Rensselaer )

ss.:

On the 23 day of February in the year 2015, before me, the undersigned, personally appeared ROBERT J. DURIVAGE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Felicia A. Dickinson  
Notary Public

**FELICIA A. DICKINSON**  
Notary Public  
State of New York  
No. 01DI6065340  
Qualified Rens Co.  
Expiration: 10-15-2017

State of New York )

County of Rensselaer )

ss.:

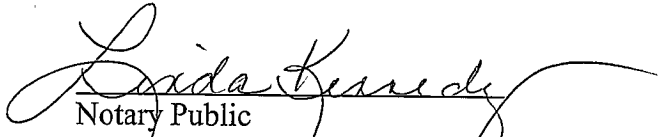
On the 31 day of March in the year 2015, before me, the undersigned, personally appeared JOHN TEDESCO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Claudia Mahoney

Sworn to before me this  
31 Day of March 2015  
Claudia Mahoney, Commissioner of Deeds  
Exp. 4/30/15

State of New York )  
 ) ss.:  
County of Rensselaer )

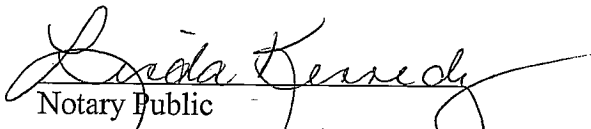
On the 13 day of MARCH in the year 2015, before me, the undersigned, personally appeared KEITH LAGLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

LINDA M. KENNEDY  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN RENSSELAER COUNTY  
REG. #01KE6187754  
MY COMM. EXP. MAY 27, 2016

State of New York )  
 ) ss.:  
County of Rensselaer )

→ On the 13 day of MARCH in the year 2015, before me, the undersigned, personally appeared CHRISTOPHER LAVIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

LINDA M. KENNEDY  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN RENSSELAER COUNTY  
REG. #01KE6187754  
MY COMM. EXP. MAY 27, 2016

State of New York )  
 ) ss.:  
County of Rensselaer )

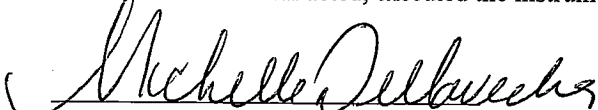
On the 16<sup>th</sup> day of MARCH in the year 2015, before me, the undersigned, personally appeared DENNIS DOWDS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

MICHELLE DELLAVECHIA  
Notary Public-State of New York  
Rensselaer County #01MO5021263  
Commission Expires 12/13/17

State of New York )  
 ) ss.:  
County of Rensselaer )

On the 16<sup>th</sup> day of MARCH in the year 2015, before me, the undersigned, personally appeared BERNHARD PETER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

MICHELLE DELLAVECHIA  
Notary Public-State of New York  
Rensselaer County #01MO5021263  
Commission Expires 12/13/17

State of New York       )  
                                  ) ss.:  
County of Rensselaer    )

On the 06 day of MARCH in the year 2015, before me, the undersigned, personally appeared DANIEL J. DWYER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Steven Terry  
Notary Public

**STEVEN TERRY**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01TE6301248**  
**Qualified In Rensselaer County**  
**My Commission Expires April 14, 2018**

State of New York       )  
                                  ) ss.:  
County of Rensselaer    )

On the 9<sup>th</sup> day of MARCH in the year 2015, before me, the undersigned, personally appeared FREDERICK FUSCO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Steven Terry  
Notary Public

**STEVEN TERRY**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01TE6301248**  
**Qualified In Rensselaer County**  
**My Commission Expires April 14, 2018**

**RESOLUTION REQUESTING A COMPREHENSIVE REVIEW BY THE NEW YORK STATE  
FINANCIAL RESTRUCTURING BOARD FOR LOCAL GOVERNMENTS**

---

**WHEREAS**, the City of Troy is a Fiscally Eligible Municipality based on the criteria established under the New York State Local Finance Law and qualifies to request a Comprehensive Review by the Financial Restructuring Board for Local Governments; and

**WHEREAS**, the City Council of the City of Troy understands that the Financial Restructuring Board has the ability to undertake a Comprehensive Review of the City of Troy's operations, finances and practices.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Troy requests a Comprehensive Review by the New York State Financial Restructuring Board for Local Governments.

**BE IT FURTHER RESOLVED**, that the Mayor is authorized to execute any and all documents and instruments necessary to fulfill the City of Troy's obligations under the Financial Restructuring Board's Comprehensive Review and that the Mayor will provide the City Council of the City of Troy, NY with copies of any written communications that are received from or provided to the Financial Restructuring Board.

Approved as to form, March 12, 2015

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*Ian H. Silverman, Esq.*, Corporation Counsel

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND ENTER INTO AN INTER-MUNICIPAL AGREEMENT AMONG THE MEMBERS OF THE ALBANY POOL COMMUNITIES AND THE ALBANY AND RENSSELAER COUNTY SEWER DISTRICTS**

---

**WHEREAS**, the City of Troy is a member of a coalition of municipalities (the “Albany Pool Communities”) that entered an Inter-Municipal Agreement to prepare and submit to the New York State Department of Environmental Conservation (“NYSDEC”) a Long Term Control Plan (“LTCP”) pursuant to the U.S. Environmental Protection Agency’s *Combined Sewer Overflow (CSO) Control Policy*; and

**WHEREAS**, with project planning and coordination provided by the Capital District Regional Planning Commission (“CDRPC”), and with the assistance of environmental consultants, the Albany Pool Communities prepared an LTCP and submitted it to NYSDEC for approval; and

**WHEREAS**, NYSDEC approved the Albany Pool Communities’ LTCP on January 15, 2015; and

**WHEREAS**, the Albany Pool Communities, including the City of Troy entered an administrative Order on Consent (“Consent Order”) with NYSDEC, effective as of January 15, 2015, to resolve violations asserted by NYSDEC and to specify certain terms of the Albany Pool Communities’ implementation of the LTCP; and

**WHEREAS**, the Consent Order requires the Albany Pool Communities, including the City of Troy, to enter an Inter-Municipal Agreement or agreements among the Albany Pool Communities and the Albany and Rensselaer County Sewer Districts (“District IMAs”) to facilitate the Albany Pool Communities’ cooperative control of CSO discharges from the communities’ inter-municipal combined sewer system, including the implementation of the approved LTCP; and

**WHEREAS**, representatives of the Albany Pool Communities have prepared draft District IMAs, and NYSDEC has reviewed and accepted the draft District IMAs under the terms of the Consent Order; and

**WHEREAS**, the City of Troy desires to enter the District IMAs in substantially the same form as the drafts prepared by the Albany Pool Communities and reviewed and accepted by NYSDEC, pursuant to the terms of the Consent Order.

**NOW, THEREFORE, BE IT RESOLVED**, that Mayor is authorized to take all actions necessary to finalize and execute the District IMAs.

Approved as to form, March 12, 2015

---

*Ian H. Silverman, Esq.*, Corporation Counsel

**Combined Sewer Overflows  
Long Term Control Plan  
Inter-Municipal Agreement  
Albany Pool Communities & Rensselaer County Sewer District**

This Inter-Municipal Agreement ("Agreement") is dated \_\_, 2014 and entered into by and among the CITY OF ALBANY, by the ALBANY WATER BOARD ("Albany"), the CITY OF COHOES ("Cohoes"), the VILLAGE OF GREEN ISLAND ("Green Island"), the CITY OF TROY ("Troy"), the CITY OF RENSSELAER ("Rensselaer"), the CITY OF WATERVLIET ("Watervliet") (collectively, the "Albany Pool Communities") and the RENSSELAER COUNTY SEWER DISTRICT.

**RECITALS**

Article 5-G of the New York General Municipal Law authorizes municipal corporations and districts to perform their functions, duties and powers on a cooperative basis with other municipal corporations and districts pursuant to municipal cooperation agreements.

Each of the Albany Pool Communities entered a Municipal Cooperation Agreement dated January 1, 2007 to prepare a Combined Sewer Overflow Long Term Control Plan ("LTCP") for submission to, and approval by, the New York State Department of Environmental Conservation ("NYSDEC").

The Albany Pool Communities, the Albany County Sewer District, the Rensselaer County Sewer District ("District") and NYSDEC entered an administrative Order on Consent dated January 15, 2014 ("Consent Order"), and NYSDEC approved the Albany Pool Communities' LTCP simultaneously with its execution of the Consent Order. A copy of the Consent Order is attached as Appendix A.

The Albany Pool Communities have entered a separate Inter-Municipal Agreement dated \_\_, 2014, providing for their cooperation in implementing the LTCP.

The Albany Pool Communities and the District wish to enter this Agreement pursuant to the Consent Order, in order to allow the communities and the District to implement the LTCP and to establish the Parties' respective responsibilities with regard to the implementation of the LTCP.

**NOW, THEREFORE**, in consideration of the above and the promises and the mutual covenants and conditions contained in this Agreement, the parties agree as follows.

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

**SECTION 1.1. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below.

(A) "Albany" means the City of Albany, which is represented in this Agreement, and as to all matters to be performed pursuant to this Agreement, by the Albany Water Board.

(B) "Albany Pool Communities" means Albany, Cohoes, Green Island, Troy, Rensselaer, and Watervliet.

(C) "APC IMA" means the Inter-Municipal Agreement entered into among the Albany Pool Communities, dated \_\_, 2014, pertaining to the implementation of the LTCP.

(D) "Cohoes" means the City of Cohoes, New York.

(E) “CSO” means combined sewer overflow.

(F) “District” means the Rensselaer County Sewer District.

(G) “Green Island” means the Village of Green Island, New York.

(H) “Governmental Body” means any governmental department, commission, board, regulatory authority, bureau, legislative body, agency, or instrumentality of any federal, state, local or municipal government or domestic court.

(I) “IMA Board” means the Board of Directors of the Albany Pool Communities established under the APC IMA.

(J) “Local Development Corporation,” or “LDC” means the Local Development Corporation that the Albany Pool Communities agree to incorporate and organize under the APC IMA.

(K) “Long Term Control Plan” or “LTCP” means the Albany Pool CSO Long Term Control Plan dated June 30, 2011 together with the Albany Pool CSO Long Term Control Plan Supplemental Documentation, dated October 2013, as both were approved by the NYSDEC on January 15, 2014 by letter from Koon Tang of the NYSDEC to the Albany Pool Communities, as well as any amendments or revisions to those documents that may be made from time to time and approved in writing by the NYSDEC.

(L) “NYSDEC” means the New York State Department of Environmental Conservation.

(M) “Consent Order” means the administrative Order on Consent between the Albany Pool Communities, the Albany and Rensselaer County Sewer Districts, and NYSDEC, dated January 15, 2014, including all appendices thereto, and any revisions, amendments, or other modifications thereto, as may be approved in writing by the Parties and NYSDEC from time to time. A copy of the Consent Order is attached as Appendix A.

(N) “Party” means a party to this Agreement; unless otherwise specified, the Albany Pool Communities shall act in unison as a single Party under this Agreement, and the District shall act as a single Party.

(O) “Planning Commission” or “CDRPC” means the Capital District Regional Planning Commission, having an office at One Park Place, Suite 102, Albany, New York 12205.

(P) “Rensselaer” means the City of Rensselaer, New York.

(Q) “State” means the State of New York.

(R) “Troy” means the City of Troy, New York.

(S) “Watervliet” means the City of Watervliet, New York.

**SECTION 1.2. INTERPRETATION.** In this Agreement, unless the context otherwise requires:

(A) The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of this Agreement. References herein to any “Article” shall be an Article of this Agreement unless otherwise specified.

(B) Words importing the singular number mean and include the plural number and vice versa.



(C) Words referring to persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) The table of contents and any headings preceding the text of the Articles of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

## **ARTICLE 2 REPRESENTATIONS AND WARRANTIES**

**SECTION 2.1. ALBANY REPRESENTATIONS AND WARRANTIES.** Albany hereby represents and warrants to each of the Albany Pool Communities and the Planning Commission that:

(A) Albany is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement. Albany is represented as to all matters in this Agreement by the Albany Water Board, which is a water board validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations and the obligations of Albany under this Agreement.

(B) Albany has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Albany Water Board and constitutes the legal, valid, and binding obligation of Albany, enforceable against Albany in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Albany of this Agreement nor the performance by Albany of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Albany, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Albany is a party or by which Albany or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Albany of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Albany or any other Governmental Body in order for this Agreement to be carried out.

(E) Albany has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Albany of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Albany's best knowledge, threatened against Albany wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Albany in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Albany of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.2. COHOES REPRESENTATIONS AND WARRANTIES.** Cohoes hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Cohoes is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Cohoes has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Cohoes and constitutes the legal, valid and binding obligation of Cohoes, enforceable against Cohoes in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Cohoes of this Agreement nor the performance by Cohoes of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Cohoes, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Cohoes is a party or by which Cohoes or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Cohoes of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Cohoes or any other Governmental Body in order for this Agreement to be carried out.

(E) Cohoes has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Cohoes of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Cohoes' best knowledge, threatened against Cohoes wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Cohoes in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Cohoes of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.3. GREEN ISLAND REPRESENTATIONS AND WARRANTIES.** Green Island hereby represents and warrants to each of the other Albany Pool Communities that:

(A) Green Island is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Green Island has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Green Island and constitutes the legal, valid and binding obligation of Green Island, enforceable against Green Island in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Green Island of this Agreement nor the performance by Green Island of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Green Island, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Green Island is a party or by which Green Island or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Green Island of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Green Island or any other Governmental Body in order for this Agreement to be carried out.

(E) Green Island has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Green Island of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Green Island's best knowledge, threatened against Green Island wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Green Island in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Green Island of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.4. RENSSELAER REPRESENTATIONS AND WARRANTIES.** Rensselaer hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Rensselaer is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Rensselaer has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Rensselaer and constitutes the legal, valid and binding obligation of Rensselaer, enforceable against Rensselaer in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Rensselaer of this Agreement nor the performance by Rensselaer of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Rensselaer, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Rensselaer is a party or by which Rensselaer or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Rensselaer of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Rensselaer or any other Governmental Body in order for this Agreement to be carried out.

(E) Rensselaer has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Rensselaer of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Rensselaer's best knowledge, threatened against Rensselaer wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Rensselaer in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Rensselaer of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.5. TROY REPRESENTATIONS AND WARRANTIES.** Troy hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Troy is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Troy has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Troy and constitutes the legal, valid and binding obligation of Troy, enforceable against Troy in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Troy of this Agreement nor the performance by Troy of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Troy, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Troy is a party or by which Troy or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Troy of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Troy or any other Governmental Body in order for this Agreement to be carried out.

(D) Troy has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Troy of this Agreement and the transactions contemplated hereby.

(E) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Troy's best knowledge, threatened against Troy wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Troy in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Troy of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.6. WATERVLIET REPRESENTATIONS AND WARRANTIES.** Watervliet hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Watervliet is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Watervliet has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Watervliet and constitutes the legal, valid and binding obligation of Watervliet, enforceable against Watervliet in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Watervliet of this Agreement nor the performance by Watervliet of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Watervliet, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Watervliet is a party or by which Watervliet or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Watervliet of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Watervliet or any other Governmental Body in order for this Agreement to be carried out.

(E) Watervliet has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Watervliet of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Watervliet's best knowledge, threatened against Watervliet wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Watervliet in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Watervliet of its obligations hereunder or under any such other agreement or instrument.

## **SECTION 2.7. DISTRICT REPRESENTATIONS AND WARRANTIES.**

The District hereby represents and warrants to each of the Albany Pool Communities and the Planning Commission that:

(A) The District is a sewer district validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) The District has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the District and constitutes the legal, valid and binding obligation of the District, enforceable against the District in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by the District of this Agreement nor the performance by the District of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the District, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the District is a party or by which the District or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by the District of this Agreement, except such as have been duly obtained or made. No approval must be obtained or granted by the District or any other Governmental Body, and no ordinance must be enacted by or on behalf of the District or any other Governmental Body, in order for this Agreement to be carried out. Attached as Appendix B is a list of the agreements, ordinances, and other enforceable legal instruments that allow the District to control discharges to the District's facilities (either directly or through jurisdictions contributing flows to the District's facilities), including CSOs, flows, and loads.

(E) The District has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by the District of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to the District's best knowledge, threatened against the District wherein an

unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the District in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by the District of its obligations hereunder or under any such other agreement or instrument.

### **ARTICLE 3 ORGANIZATION**

**SECTION 3.1. THE ALBANY POOL COMMUNITIES.** With respect to all obligations, actions, and communications under this Agreement, the Albany Pool Communities intend to act as a single coordinated Party. The Albany Pool Communities hereby appoint the Planning Commission as their representative for all communications and actions to be made under this Agreement, and as a single point of contact for the District in its communications and notices to the communities under this Agreement. Nothing in this Agreement shall be construed to alter the obligations or organization of the Albany Pool Communities under the APC IMA, and any action to be taken by the Albany Pool Communities under this Agreement shall be subject to the prior approval, if any, required under the APC IMA. Unless otherwise specified in this Agreement, the Albany Pool Communities shall be referred to as a single party.

**SECTION 3.2. LOCAL DEVELOPMENT CORPORATION.** The Albany Pool Communities have separately agreed, under the APC IMA, to form, organize, and govern a Local Development Corporation pursuant to N.Y. Not-for-Profit Corporation Law § 1411. The Local Development Corporation will be formed, organized, and operated to qualify as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Subject to the approval of the members and the Board of Directors of the Corporation, the District agrees to appoint its Chief Executive Officer to serve on the Local Development Corporation's Board of Directors as an Advisory Director. If the District's Chief Executive Officer is appointed as an Advisory Director to the Corporation's Board of Directors, he or she may designate another person to act on his or her behalf on the Board of the Corporation, for any time period that the CEO shall specify.

**SECTION 3.3. WITHDRAWAL.** A Party may withdraw from this Agreement only on the following terms. For purposes of this section, the term "Party" includes the District or any of the individual Albany Pool Communities.

(A) A Party that wishes to withdraw from this Agreement shall give written notice to the other Parties of its intent to withdraw from the Agreement at least 120 days prior to its proposed withdrawal date.

(B) The withdrawing Party shall remain responsible to pay for the costs of any LTCP project required to be implemented under this Agreement, if the withdrawing party would be responsible for any such costs under this Agreement.

(C) The withdrawing Party shall cooperate with the remaining Parties to minimize potential disruption caused by the Party's withdrawal to the implementation of the LTCP and of the Parties' obligations under the Consent Order. The withdrawing Party's cooperation includes executing assignments of agreements and continuing to provide access to property owned or controlled by the Party, pursuant to Section 4.3 below.

(D) The remaining Parties shall direct CDRPC or the Local Development Corporation to notify the NYSDEC of the withdrawing Party's withdrawal from this Agreement.

(E) A Party's withdrawal from this Agreement has no bearing on the continued requirements and obligations of each Party under the Consent Order. Subject to determination by NYSDEC, a Party's withdrawal from this Agreement may constitute a violation of the Consent Order, trigger civil penalties under the Consent Order, and affect the liabilities of other Parties under the Consent Order.

## **ARTICLE 4**

### **PURPOSE, SCOPE, AND ACCESS**

**SECTION 4.1. PURPOSE.** The purpose of this Agreement is to allow the Albany Pool Communities and the District to implement the Long Term Control Plan, in compliance with the requirements applicable to the LTCP and to the Parties' stormwater and wastewater management facilities, to carry out the requirements of the Consent Order, and to establish the Parties' respective responsibilities with regard to the implementation of the LTCP and with regard to the control of CSO discharges from the combined sewer system addressed by the Consent Order.

**SECTION 4.2. COOPERATION.** The Parties shall cooperate with respect to all matters necessary and appropriate to implement the LTCP and to carry out the requirements of the Consent Order.

**SECTION 4.3. ACCESS.** To the extent necessary and appropriate to implement the LTCP, each of the Albany Pool Communities and the District hereby grants rights of access, use, and occupancy of property owned or controlled by such Party, to each of the other Parties, the Capital District Regional Planning Commission, the Local Development Corporation, and any person or entity assisting or acting on behalf of the above entities in implementing the LTCP, including consultants, contractors, attorneys, agents, officers, and employees of the above entities. This grant of access shall continue for as long as necessary to implement the LTCP, and shall survive the expiration or earlier termination of this Agreement.

**SECTION 4.4. TERM.** The term of this Agreement shall commence as of \_\_, 2014 and continue for as long as may be permitted pursuant to applicable law, including N.Y. General Municipal Law § 119-o and New York Local Finance Law § 11. Unless the issuance of debt is required or permitted to implement this Agreement and such debt qualifies for a longer period of probable usefulness under Local Finance Law § 11(a)(4), the initial term of this Agreement shall continue through \_\_, 2019. This Agreement may be renewed upon its expiration or earlier termination, by written agreement of the Parties. The term of this Agreement does not affect the term of the Consent Order.

## **ARTICLE 5**

### **LTCP IMPLEMENTATION**

**SECTION 5.1. RESPONSIBILITY FOR LTCP PROJECT IMPLEMENTATION.** The District shall be responsible for the implementation of each LTCP Project for which the District is designated as a Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B. The Albany Pool Communities shall be responsible for the implementation of each LTCP Project for which the communities are designated as the Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B. The Parties shall also be responsible for the implementation of portions of each LTCP Project as designated in the Responsibility Matrix appended to this Agreement as Appendix \_\_, which is an enforceable part of this Agreement.

**SECTION 5.2. CHANGES IN RESPONSIBILITY.** Any change in the designations of the Albany Pool Communities' responsibility for portions of each LTCP Project set forth in Appendix \_\_ shall be governed by the terms of the APC IMA. Any change in the District's responsibilities as designated in Appendix \_\_ must be approved by written agreement duly authorized and executed by the District and all of the Albany Pool Communities. If the Responsibility Matrix is revised, the revised matrix shall be appended to this Agreement as Appendix \_\_, replacing the prior version of the appendix. Any changes to the Parties' responsibilities must be in compliance with the Consent Order, and in particular Section III(A)(1) of the Consent Order, before the

change may be adopted as a term of this Agreement.

**SECTION 5.3. COMPLIANCE WITH THE CONSENT ORDER.** Each Party acknowledges that in addition to the requirements of this Agreement, it is separately responsible under the Consent Order for implementation of the components of LTCP projects assigned to that Party by the LTCP and the Compliance Schedule appended to the Consent Order, which are enforceable parts of the Consent Order. Any penalties that NYSDEC imposes upon a Party for a violation of the Consent Order will be paid by the Party or Parties on which the penalties were levied; penalties imposed on more than one Party shall be paid to NYSDEC *pro rata* by the penalized Parties. Nothing in this Agreement releases the Parties from liability under the Consent Order. In the event of a dispute between any Party or Parties and NYSDEC with respect to any matter addressed by the Consent Order, the terms of the Consent Order shall govern that dispute.

**SECTION 5.4. FUTURE AGREEMENTS.**

(A) The Parties may agree from time to time to cooperate in the implementation of all or any portion of a project specified in the LTCP. Any future cooperation agreement between the District and the Albany Pool Communities may be executed by the District, and by the Planning Commission on behalf of the Albany Pool Communities, as a Rider to this Agreement. Nothing in this Agreement shall waive or alter any requirement under the APC IMA for an approval by the IMA Board or other condition precedent with respect to any future agreement between the District and the Albany Pool Communities under this Agreement.

(B) The approval of both Parties is required for any issuance of debt by one or both of the Parties for the purpose of financing the implementation of an LTCP project, or portion thereof, that is the subject of the Parties' cooperation under this Section.

(C) The approval of both Parties is required for any single expenditure, or any set of inter-related expenditures, totaling \$20,000 or more in funds to be paid by the Parties to any third party in connection with an LTCP project, or portion thereof, that is the subject of the Parties' cooperation under this Section.

**SECTION 5.5. AMENDMENTS TO THE LTCP.** The approval of both Parties is required for any amendments or revisions to the LTCP that affect the Parties' obligations under this Agreement or any Rider to this Agreement. Notwithstanding this section, nothing in this Agreement shall be construed to require the District's approval of any change to the LTCP that does not relate to LTCP projects for which the District is responsible.

**SECTION 5.6. AGREEMENT TO PAY.** The District agrees to pay for the implementation of each LTCP Project for which it is or may in the future be designated as the Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B, and for the implementation of portions of each LTCP Project as assigned to the District in the Responsibility Matrix appended to this Agreement as Appendix \_\_\_\_\_. If the District becomes responsible—through agreement with the Albany Pool Communities or amendment of the Consent Order—to pay for all or any portion of an LTCP Project for which the Albany Pool Communities are currently designated as the Responsible Party in the Compliance Schedule appended to the Consent Order, the District shall pay its percentage share of the LTCP Project Costs for that project, as that share shall be agreed by the Parties.



**ARTICLE 6**  
**MISCELLANEOUS**

**SECTION 6.1. AMENDMENTS.** Except for the execution of Riders to this Agreement under Section \_\_\_ above, this Agreement may not be changed, modified, amended or waived except by written agreement duly authorized and executed by the District and all of the Albany Pool Communities.

**SECTION 6.2. ASSIGNMENT.** Neither this Agreement nor any rights or obligations hereunder may be assigned by any party without the prior written consent of the District and all of the Albany Pool Communities.

**SECTION 6.3. NOTICES.** Unless a party instructs otherwise in writing, all notices, consents, invoices and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be sufficiently given if sent by facsimile or email, delivered in person, sent by regular first class mail, postage prepaid or by a nationally recognized overnight delivery service, addressed as follows:

If to the District:

Rensselaer County Sewer District  
1600 Seventh Avenue  
Troy, New York 12180

If to the Planning Commission:

Executive Director  
Capital District Regional Planning Commission  
One Park Place, Suite 102  
Albany, New York 12205  
[email address]

If to Albany:

David Maguire, Chair  
Albany Water Board  
10 North Enterprise Dr.  
Albany, NY 12204

If to Cohoes:

Mayor, City of Cohoes  
Cohoes City Hall  
97 Mohawk Street  
Cohoes, New York 12047  
[email address]

If to Green Island:

Mayor, Village of Green Island  
20 Clinton Street  
Green Island, New York 12183  
[email address]

If to Rensselaer:

Mayor, City of Rensselaer  
Rensselaer City Hall  
505 Broadway  
Rensselaer, New York 12144  
[email address]

If to Troy:

Mayor Lou Rosamilia  
433 River Street  
5th Floor  
Troy, NY 12180  
Mayor, City of Troy  
One Monument Square  
City Hall  
Troy, New York 12180  
[email address]

and

Chris Wheland  
Superintendent of Public Utilities  
25 Water Plant Road  
Troy, NY 12182

If to Watervliet:

Mayor, City of Watervliet  
2 Fifteenth Street  
Watervliet, New York 12189  
[email address].

**SECTION 6.4. ENTIRE AGREEMENT.** This Agreement constitutes the entire and complete agreement between the Parties with respect to the subject matter hereof, and all previous discussions, understandings, arrangements and correspondence with respect to the subject matter hereof are superseded by the execution of this Agreement. Notwithstanding the previous sentence, this agreement does not supersede or alter the Consent Order, the Municipal Cooperation Agreements for Phase I, Part A, dated September 1, 2005, and for Phase I, Part B, dated February 8, 2007 and amended June 28, 2013, the APC IMA, or any duly executed written amendments or other agreements thereunder.

**SECTION 6.5. SEVERABILITY.** In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement and the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

**SECTION 6.6. GOVERNING LAW.** The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New York.

**SECTION 6.7. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. This

Agreement and any counterpart thereof may be delivered via facsimile or e-mail, it being the express intent of the parties that such Agreement and any counterpart thereof delivered via facsimile or e-mail (together with the signatures thereon) shall have the same force and effect as if they were originals.

**IN WITNESS WHEREOF**, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

**CITY OF ALBANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ALBANY WATER BOARD**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF COHOES**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF GREEN ISLAND**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF TROY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF RENSSELAER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF WATERVLIET**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RENSSELAER COUNTY SEWER DISTRICT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix A**

[Copy of Consent Order with NYSDEC]

**Appendix B**

List of Agreements, Ordinances, and Other Instruments Enabling the District to Control Discharges to its Facilities.

1. Rensselaer County Rules and Regulations
2. Sewer Rental and Billing Agreements with the City of Troy
3. IMA with Troy and Rensselaer for the Dry Weather Overflow Consent Order

**Combined Sewer Overflows  
Long Term Control Plan  
Inter-Municipal Agreement  
Albany Pool Communities & Albany County Sewer District**

This Inter-Municipal Agreement ("Agreement") is dated \_\_\_\_, 2015 and entered into by and among the CITY OF ALBANY, by the ALBANY WATER BOARD ("Albany"), the CITY OF COHOES ("Cohoes"), the VILLAGE OF GREEN ISLAND ("Green Island"), the CITY OF TROY ("Troy"), the CITY OF RENSSELAER ("Rensselaer"), the CITY OF WATERVLIET ("Watervliet") (collectively, the "Albany Pool Communities") and the ALBANY COUNTY SEWER DISTRICT.

**RECITALS**

Article 5-G of the New York General Municipal Law authorizes municipal corporations and districts to perform their functions, duties and powers on a cooperative basis with other municipal corporations and districts pursuant to municipal cooperation agreements.

Each of the Albany Pool Communities entered a Municipal Cooperation Agreement dated January 1, 2007 to prepare a Combined Sewer Overflow Long Term Control Plan ("LTCP") for submission to, and approval by, the New York State Department of Environmental Conservation ("NYSDEC").

The Albany Pool Communities, the Albany County Sewer District ("District"), the Rensselaer County Sewer District, and NYSDEC entered an administrative Order on Consent dated January 15, 2014 ("Consent Order"), and NYSDEC approved the Albany Pool Communities' LTCP simultaneously with its execution of the Consent Order. A copy of the Consent Order is attached as Appendix A.

The Albany Pool Communities have entered a separate Inter-Municipal Agreement dated \_\_\_\_, 2014, providing for their cooperation in implementing the LTCP.

The Albany Pool Communities and the District wish to enter this Agreement pursuant to the Consent Order, in order to allow the communities and the District to implement the LTCP and to establish the Parties' respective responsibilities with regard to the implementation of the LTCP.

**NOW, THEREFORE**, in consideration of the above and the promises and the mutual covenants and conditions contained in this Agreement, the parties agree as follows.

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

**SECTION 1.1. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below.

(A) "Albany" means the City of Albany, which is represented in this Agreement, and as to all matters to be performed pursuant to this Agreement, by the Albany Water Board.

(B) "Albany Pool Communities" means Albany, Cohoes, Green Island, Troy, Rensselaer, and Watervliet.

(C) "APC IMA" means the Inter-Municipal Agreement entered into among the Albany Pool Communities, dated \_\_\_\_, 2014, pertaining to the implementation of the LTCP.

(D) "Cohoes" means the City of Cohoes, New York.



(E) “CSO” means combined sewer overflow.

(F) “District” means the Albany County Sewer District.

(G) “Green Island” means the Village of Green Island, New York.

(H) “Governmental Body” means any governmental department, commission, board, regulatory authority, bureau, legislative body, agency, or instrumentality of any federal, state, local or municipal government or domestic court.

(I) “IMA Board” means the Board of Directors of the Albany Pool Communities established under the APC IMA.

(J) “Local Development Corporation,” or “LDC” means the Local Development Corporation that the Albany Pool Communities agree to incorporate and organize under the APC IMA.

(K) “Long Term Control Plan” or “LTCP” means the Albany Pool CSO Long Term Control Plan dated June 30, 2011 together with the Albany Pool CSO Long Term Control Plan Supplemental Documentation, dated October 2013, as both were approved by the NYSDEC on January 15, 2014 by letter from Koon Tang of the NYSDEC to the Albany Pool Communities, as well as any amendments or revisions to those documents that may be made from time to time and approved in writing by the NYSDEC.

(L) “NYSDEC” means the New York State Department of Environmental Conservation.

(M) “Consent Order” means the administrative Order on Consent between the Albany Pool Communities, the Albany and Rensselaer County Sewer Districts, and NYSDEC, dated January 15, 2014, including all appendices thereto, and any revisions, amendments, or other modifications thereto, as may be approved in writing by the Parties and NYSDEC from time to time. A copy of the Consent Order is attached as Appendix A.

(N) “Party” means a party to this Agreement; unless otherwise specified, the Albany Pool Communities shall act in unison as a single Party under this Agreement, and the District shall act as a single Party.

(O) “Planning Commission” or “CDRPC” means the Capital District Regional Planning Commission, having an office at One Park Place, Suite 102, Albany, New York 12205.

(P) “Rensselaer” means the City of Rensselaer, New York.

(Q) “State” means the State of New York.

(R) “Troy” means the City of Troy, New York.

(S) “Watervliet” means the City of Watervliet, New York.

**SECTION 1.2. INTERPRETATION.** In this Agreement, unless the context otherwise requires:

(A) The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of this Agreement. References herein to any “Article” shall be an Article of this Agreement unless otherwise specified.

(B) Words importing the singular number mean and include the plural number and vice versa.

(C) Words referring to persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) The table of contents and any headings preceding the text of the Articles of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

## **ARTICLE 2 REPRESENTATIONS AND WARRANTIES**

**SECTION 2.1. ALBANY REPRESENTATIONS AND WARRANTIES.** Albany hereby represents and warrants to each of the Albany Pool Communities and the Planning Commission that:

(A) Albany is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement. Albany is represented as to all matters in this Agreement by the Albany Water Board, which is a water board validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations and the obligations of Albany under this Agreement.

(B) Albany has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Albany Water Board and constitutes the legal, valid, and binding obligation of Albany, enforceable against Albany in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Albany of this Agreement nor the performance by Albany of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Albany, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Albany is a party or by which Albany or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Albany of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Albany or any other Governmental Body in order for this Agreement to be carried out.

(E) Albany has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Albany of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Albany's best knowledge, threatened against Albany wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Albany in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Albany of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.2. COHOES REPRESENTATIONS AND WARRANTIES.** Cohoes hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Cohoes is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Cohoes has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Cohoes and constitutes the legal, valid and binding obligation of Cohoes, enforceable against Cohoes in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Cohoes of this Agreement nor the performance by Cohoes of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Cohoes, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Cohoes is a party or by which Cohoes or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Cohoes of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Cohoes or any other Governmental Body in order for this Agreement to be carried out.

(E) Cohoes has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Cohoes of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Cohoes' best knowledge, threatened against Cohoes wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Cohoes in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Cohoes of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.3. GREEN ISLAND REPRESENTATIONS AND WARRANTIES.** Green Island hereby represents and warrants to each of the other Albany Pool Communities that:

(A) Green Island is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Green Island has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Green Island and constitutes the legal, valid and binding obligation of Green Island, enforceable against Green Island in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Green Island of this Agreement nor the performance by Green Island of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Green Island, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Green Island is a party or by which Green Island or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Green Island of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Green Island or any other Governmental Body in order for this Agreement to be carried out.

(E) Green Island has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Green Island of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Green Island's best knowledge, threatened against Green Island wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Green Island in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Green Island of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.4. RENSSELAER REPRESENTATIONS AND WARRANTIES.** Rensselaer hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Rensselaer is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Rensselaer has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Rensselaer and constitutes the legal, valid and binding obligation of Rensselaer, enforceable against Rensselaer in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Rensselaer of this Agreement nor the performance by Rensselaer of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Rensselaer, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Rensselaer is a party or by which Rensselaer or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Rensselaer of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Rensselaer or any other Governmental Body in order for this Agreement to be carried out.

(E) Rensselaer has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Rensselaer of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Rensselaer's best knowledge, threatened against Rensselaer wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Rensselaer in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Rensselaer of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.5. TROY REPRESENTATIONS AND WARRANTIES.** Troy hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Troy is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Troy has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Troy and constitutes the legal, valid and binding obligation of Troy, enforceable against Troy in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Troy of this Agreement nor the performance by Troy of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Troy, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Troy is a party or by which Troy or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Troy of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Troy or any other Governmental Body in order for this Agreement to be carried out.

(D) Troy has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Troy of this Agreement and the transactions contemplated hereby.

(E) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Troy's best knowledge, threatened against Troy wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Troy in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Troy of its obligations hereunder or under any such other agreement or instrument.

**SECTION 2.6. WATERVLIET REPRESENTATIONS AND WARRANTIES.** Watervliet hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Watervliet is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Watervliet has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Watervliet and constitutes the legal, valid and binding obligation of Watervliet, enforceable against Watervliet in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Watervliet of this Agreement nor the performance by Watervliet of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Watervliet, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Watervliet is a party or by which Watervliet or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Watervliet of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Watervliet or any other Governmental Body in order for this Agreement to be carried out.

(E) Watervliet has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Watervliet of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Watervliet's best knowledge, threatened against Watervliet wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Watervliet in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Watervliet of its obligations hereunder or under any such other agreement or instrument.

## **SECTION 2.7. DISTRICT REPRESENTATIONS AND WARRANTIES.**

The District hereby represents and warrants to each of the Albany Pool Communities and the Planning Commission that:

(A) The District is a sewer district validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) The District has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the District and constitutes the legal, valid and binding obligation of the District, enforceable against the District in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by the District of this Agreement nor the performance by the District of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the District, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the District is a party or by which the District or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by the District of this Agreement, except such as have been duly obtained or made. No approval must be obtained or granted by the District or any other Governmental Body, and no ordinance must be enacted by or on behalf of the District or any other Governmental Body, in order for this Agreement to be carried out. Attached as Appendix B is a list of the agreements, ordinances, and other enforceable legal instruments that allow the District to control discharges to the District's facilities (either directly or through jurisdictions contributing flows to the District's facilities), including CSOs, flows, and loads.

(E) The District has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by the District of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to the District's best knowledge, threatened against the District wherein an

unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the District in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by the District of its obligations hereunder or under any such other agreement or instrument.

### **ARTICLE 3 ORGANIZATION**

**SECTION 3.1. THE ALBANY POOL COMMUNITIES.** With respect to all obligations, actions, and communications under this Agreement, the Albany Pool Communities intend to act as a single coordinated Party. The Albany Pool Communities hereby appoint the Planning Commission as their representative for all communications and actions to be made under this Agreement, and as a single point of contact for the District in its communications and notices to the communities under this Agreement. Nothing in this Agreement shall be construed to alter the obligations or organization of the Albany Pool Communities under the APC IMA, and any action to be taken by the Albany Pool Communities under this Agreement shall be subject to the prior approval, if any, required under the APC IMA. Unless otherwise specified in this Agreement, the Albany Pool Communities shall be referred to as a single party.

**SECTION 3.2. LOCAL DEVELOPMENT CORPORATION.** The Albany Pool Communities have separately agreed, under the APC IMA, to form, organize, and govern a Local Development Corporation pursuant to N.Y. Not-for-Profit Corporation Law § 1411. The Local Development Corporation will be formed, organized, and operated to qualify as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Subject to the approval of the members and the Board of Directors of the Corporation, the District agrees to appoint its Chief Executive Officer to serve on the Local Development Corporation's Board of Directors as an Advisory Director. If the District's Chief Executive Officer is appointed as an Advisory Director to the Corporation's Board of Directors, he or she may designate another person to act on his or her behalf on the Board of the Corporation, for any time period that the CEO shall specify.

**SECTION 3.3. WITHDRAWAL.** A Party may withdraw from this Agreement only on the following terms. For purposes of this section, the term "Party" includes the District or any of the individual Albany Pool Communities.

(A) A Party that wishes to withdraw from this Agreement shall give written notice to the other Parties of its intent to withdraw from the Agreement at least 120 days prior to its proposed withdrawal date.

(B) The withdrawing Party shall remain responsible to pay for the costs of any LTCP project required to be implemented under this Agreement, if the withdrawing party would be responsible for any such costs under this Agreement.

(C) The withdrawing Party shall cooperate with the remaining Parties to minimize potential disruption caused by the Party's withdrawal to the implementation of the LTCP and of the Parties' obligations under the Consent Order. The withdrawing Party's cooperation includes executing assignments of agreements and continuing to provide access to property owned or controlled by the Party, pursuant to Section \_4.3\_ below.

(D) The remaining Parties shall direct CDRPC or the Local Development Corporation to notify the NYSDEC of the withdrawing Party's withdrawal from this Agreement.

(E) A Party's withdrawal from this Agreement has no bearing on the continued requirements and obligations of each Party under the Consent Order. Subject to determination by NYSDEC, a Party's withdrawal from this Agreement may constitute a violation of the Consent Order, trigger civil penalties under the Consent Order, and affect the liabilities of other Parties under the Consent Order.

## ARTICLE 4 PURPOSE, SCOPE, AND ACCESS

**SECTION 4.1. PURPOSE.** The purpose of this Agreement is to allow the Albany Pool Communities and the District to implement the Long Term Control Plan, in compliance with the requirements applicable to the LTCP and to the Parties' stormwater and wastewater management facilities, to carry out the requirements of the Consent Order, and to establish the Parties' respective responsibilities with regard to the implementation of the LTCP and with regard to the control of CSO discharges from the combined sewer system addressed by the Consent Order.

**SECTION 4.2. COOPERATION.** The Parties shall cooperate with respect to all matters necessary and appropriate to implement the LTCP and to carry out the requirements of the Consent Order.

**SECTION 4.3. ACCESS.** To the extent necessary and appropriate to implement the LTCP, each of the Albany Pool Communities and the District hereby grants rights of access, use, and occupancy of property owned or controlled by such Party, to each of the other Parties, the Capital District Regional Planning Commission, the Local Development Corporation, and any person or entity assisting or acting on behalf of the above entities in implementing the LTCP, including consultants, contractors, attorneys, agents, officers, and employees of the above entities. This grant of access shall continue for as long as necessary to implement the LTCP, and shall survive the expiration or earlier termination of this Agreement.

**SECTION 4.4. TERM.** The term of this Agreement shall commence as of \_\_, 2014 and continue for as long as may be permitted pursuant to applicable law, including N.Y. General Municipal Law § 119-o and New York Local Finance Law § 11. Unless the issuance of debt is required or permitted to implement this Agreement and such debt qualifies for a longer period of probable usefulness under Local Finance Law § 11(a)(4), the initial term of this Agreement shall continue through \_\_, 2019. This Agreement may be renewed upon its expiration or earlier termination, by written agreement of the Parties. The term of this Agreement does not affect the term of the Consent Order.

## ARTICLE 5 LTCP IMPLEMENTATION

**SECTION 5.1. RESPONSIBILITY FOR LTCP PROJECT IMPLEMENTATION.** The District shall be responsible for the implementation of each LTCP Project for which the District is designated as a Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B. The Albany Pool Communities shall be responsible for the implementation of each LTCP Project for which the communities are designated as the Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B. The Parties shall also be responsible for the implementation of portions of each LTCP Project as designated in the Responsibility Matrix appended to this Agreement as Appendix \_\_, which is an enforceable part of this Agreement.

**SECTION 5.2. CHANGES IN RESPONSIBILITY.** Any change in the designations of the Albany Pool Communities' responsibility for portions of each LTCP Project set forth in Appendix \_\_ shall be governed by the terms of the APC IMA. Any change in the District's responsibilities as designated in Appendix \_\_ must be approved by written agreement duly authorized and executed by the District and all of the Albany Pool Communities. If the Responsibility Matrix is revised, the revised matrix shall be appended to this Agreement as Appendix \_\_, replacing the prior version of the appendix. Any changes to the Parties' responsibilities must be in compliance with the Consent Order, and in particular Section III(A)(1) of the Consent Order, before the



change may be adopted as a term of this Agreement.

**SECTION 5.3. COMPLIANCE WITH THE CONSENT ORDER.** Each Party acknowledges that in addition to the requirements of this Agreement, it is separately responsible under the Consent Order for implementation of the components of LTCP projects assigned to that Party by the LTCP and the Compliance Schedule appended to the Consent Order, which are enforceable parts of the Consent Order. Any penalties that NYSDEC imposes upon a Party for a violation of the Consent Order will be paid by the Party or Parties on which the penalties were levied; penalties imposed on more than one Party shall be paid to NYSDEC *pro rata* by the penalized Parties. Nothing in this Agreement releases the Parties from liability under the Consent Order. In the event of a dispute between any Party or Parties and NYSDEC with respect to any matter addressed by the Consent Order, the terms of the Consent Order shall govern that dispute.

**SECTION 5.4. FUTURE AGREEMENTS.**

(A) The Parties may agree from time to time to cooperate in the implementation of all or any portion of a project specified in the LTCP. Any future cooperation agreement between the District and the Albany Pool Communities may be executed by the District, and by the Planning Commission on behalf of the Albany Pool Communities, as a Rider to this Agreement. Nothing in this Agreement shall waive or alter any requirement under the APC IMA for an approval by the IMA Board or other condition precedent with respect to any future agreement between the District and the Albany Pool Communities under this Agreement.

(B) The approval of both Parties is required for any issuance of debt by one or both of the Parties for the purpose of financing the implementation of an LTCP project, or portion thereof, that is the subject of the Parties' cooperation under this Section.

(C) The approval of both Parties is required for any single expenditure, or any set of inter-related expenditures, totaling \$20,000 or more in funds to be paid by the Parties to any third party in connection with an LTCP project, or portion thereof, that is the subject of the Parties' cooperation under this Section.

**SECTION 5.5. AMENDMENTS TO THE LTCP.** The approval of both Parties is required for any amendments or revisions to the LTCP that affect the Parties' obligations under this Agreement or any Rider to this Agreement. Notwithstanding this section, nothing in this Agreement shall be construed to require the District's approval of any change to the LTCP that does not relate to LTCP projects for which the District is responsible.

**SECTION 5.6. AGREEMENT TO PAY.** The District agrees to pay for the implementation of each LTCP Project for which it is or may in the future be designated as the Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B, and for the implementation of portions of each LTCP Project as assigned to the District in the Responsibility Matrix appended to this Agreement as Appendix \_\_\_\_\_. If the District becomes responsible—through agreement with the Albany Pool Communities or amendment of the Consent Order—to pay for all or any portion of an LTCP Project for which the Albany Pool Communities are currently designated as the Responsible Party in the Compliance Schedule appended to the Consent Order, the District shall pay its percentage share of the LTCP Project Costs for that project, as that share shall be agreed by the Parties.

## ARTICLE 6 MISCELLANEOUS

**SECTION 6.1. AMENDMENTS.** Except for the execution of Riders to this Agreement under Section \_\_\_ above, this Agreement may not be changed, modified, amended or waived except by written agreement duly authorized and executed by the District and all of the Albany Pool Communities.

**SECTION 6.2. ASSIGNMENT.** Neither this Agreement nor any rights or obligations hereunder may be assigned by any party without the prior written consent of the District and all of the Albany Pool Communities.

**SECTION 6.3. NOTICES.** Unless a party instructs otherwise in writing, all notices, consents, invoices and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be sufficiently given if sent by facsimile or email, delivered in person, sent by regular first class mail, postage prepaid or by a nationally recognized overnight delivery service, addressed as follows:

If to the District:

Albany County Sewer District  
P.O. Box 4187  
Albany, NY 12204  
[email address]

If to the Planning Commission or the APCs collectively:

Executive Director  
Capital District Regional Planning Commission  
One Park Place, Suite 102  
Albany, New York 12205  
[email address]

If to Albany:

David Maguire, Chair  
Albany Water Board  
10 North Enterprise Dr.  
Albany, NY 12204

If to Cohoes:

Mayor, City of Cohoes  
Cohoes City Hall  
97 Mohawk Street  
Cohoes, New York 12047  
[email address]

If to Green Island:

Mayor, Village of Green Island  
20 Clinton Street  
Green Island, New York 12183  
[email address]

If to Rensselaer:

Mayor, City of Rensselaer  
Rensselaer City Hall  
505 Broadway  
Rensselaer, New York 12144  
[email address]

If to Troy:

Mayor Lou Rosamilia  
433 River Street  
5th Floor  
Troy, NY 12180  
Mayor, City of Troy  
One Monument Square  
City Hall  
Troy, New York 12180  
[email address]

and

Chris Wheland  
Superintendent of Public Utilities  
25 Water Plant Road  
Troy, NY 12182

If to Watervliet:

Mayor, City of Watervliet  
2 Fifteenth Street  
Watervliet, New York 12189  
[email address].

**SECTION 6.4. ENTIRE AGREEMENT.** This Agreement constitutes the entire and complete agreement between the Parties with respect to the subject matter hereof, and all previous discussions, understandings, arrangements and correspondence with respect to the subject matter hereof are superseded by the execution of this Agreement. Notwithstanding the previous sentence, this agreement does not supersede or alter the Consent Order, the Municipal Cooperation Agreements for Phase I, Part A, dated September 1, 2005, and for Phase I, Part B, dated February 8, 2007 and amended June 28, 2013, the APC IMA, or any duly executed written amendments or other agreements thereunder.

**SECTION 6.5. SEVERABILITY.** In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement and the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

**SECTION 6.6. GOVERNING LAW.** The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New York.

**SECTION 6.7. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement and any counterpart thereof may be delivered via facsimile or e-mail, it being the express intent of the parties that such Agreement and any counterpart thereof delivered via facsimile or e-mail (together with the signatures thereon) shall have the same force and effect as if they were originals.

**IN WITNESS WHEREOF**, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

**CITY OF ALBANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ALBANY WATER BOARD**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF COHOES**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF GREEN ISLAND**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF TROY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF RENSSELAER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF WATERVLIET**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ALBANY COUNTY SEWER DISTRICT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix A**

[Copy of Consent Order with NYSDEC]

**Appendix B**

List of Agreements, Ordinances, and Other Instruments Enabling the District to Control  
Discharges to its Facilities.

1. Albany County Sewer District Local Law F, 2008
2. Albany County Sewer District Agreement with the City of Cohoes, executed 12/28/1970
3. Albany County Sewer District Agreement with the City of Albany, executed 12/3/1970
4. Albany County Sewer District Agreement with the City of Watervliet, executed  
9/14/1970
5. Albany County Sewer District Agreement with the Village of Menands, executed  
8/4/1970
6. Albany County Sewer District Agreement with the Village of Green Island, executed  
4/15/1971
7. Albany County Sewer District Agreement with the Village of Colonie, executed 8/4/1970
8. Albany County Sewer District Agreement with the Town of Guilderland, executed  
8/17/1970
9. Albany County Sewer District Agreement with the Town of Colonie, executed 8/4/1970



**RESOLUTION APPOINTING COMMISSIONERS OF DEEDS FOR THE CITY OF TROY**

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**BE IT RESOLVED**, that the City Council hereby appoints the following persons, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for a two-year term.

Claudia Mahoney - 04/02/2015-04/02/2017  
227 5<sup>th</sup> Avenue  
Troy, New York 12180

Approved as to form, March 16, 2015

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*Ian H. Silverman, Esq.*, Corporation Counsel

**RESOLUTION REQUESTING THE GOVERNOR OF THE STATE OF NEW YORK AND THE STATE  
LEGISLATURE INCREASE STATE AID TO LOCALITIES FOR  
ROAD AND BRIDGE REPAIR**

---

**WHEREAS**, the winter of 2014-2015 has been extraordinarily harsh with record low temperatures and major snowfall; and

**WHEREAS**, such conditions have caused nearly unprecedented damage to state, county and local roads; and

**WHEREAS**, the impacts of this harsh winter have damaged not only pavement, but culvert crossings, bridges and other roadway infrastructure; and

**WHEREAS**, the state mandate of a tax cap limits any available funds of a municipality to correct this situation without causing state imposed sanctions on residents due to the increased costs to correct this significant damage; and

**WHEREAS**, the state of New York has a \$5.4 billion in unexpected one-time funds available for expenditure, but chose not to equally distribute and address pressing infrastructure needs of Upstate communities in its adopted 2015-16 State Budget; and

**WHEREAS**, in the State's adopted 2015-16 Budget an additional \$50 million of one-time CHIPS PLUS Funds for Harsh Winter Mitigation was appropriated to address the immediate repair needs for local roads and bridges; and

**WHEREAS**, while the one-time limited level of funds serves an immediate purpose, the funding acts only as a temporary fix on the larger issue of the state of our local infrastructure; and

**WHEREAS**, the City of Troy's share of the CHIPS PLUS funding is approximately only \$100,000 (0.22% of available state aid); and

**WHEREAS**, the restoration of local roads and bridges aid economic development and the success of New York State as a whole; and

**WHEREAS**, the Governor and the Legislature on occasion chose to utilize one-time available funds to "fix" potholes in communities across the state, but also chose to not adequately fund infrastructure throughout Upstate New York for many years.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Troy does hereby call on Governor Cuomo and the State Legislature to significantly increase local funding for the CHIPS Program; and

**BE IT FURTHER RESOLVED**, that the City Clerk of the City of Troy is hereby directed to transmit certified copies of this resolution to Governor Andrew Cuomo, NYS Senators Kathy Marchione and Neil Breslin and NYS Assemblymen Steven McLaughlin and John McDonald.

Approved as to form, April 2, 2015

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*Ian H. Silverman, Esq.*, Corporation Counsel